



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

## COMMUNICATIONS WITH DOCUMENTATION MARCH 14, 2012

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2012-067 . . .	Read & Filed.....	
2012-119 . . .	To Board 3-14-12 .....	
2012-120 . . .	To Board 3-14-12 .....	
2012-121 . . .	To Board 3-14-12 .....	
2012-122 . . .	To Board 3-14-12 .....	
2012-123 . . .	Read & Filed.....	
2012-125 . . .	Read & Filed.....	
2012-126 . . .	Read & Filed.....	
2012-127 . . .	Ways & Means.....	
2012-128 . . .	Ways & Means.....	
2012-129 . . .	Ways & Means.....	
2012-130 . . .	Ways & Means.....	
2012-131 . . .	Ways & Means.....	
2012-132 . . .	Ways & Means.....	
2012-133 . . .	Ways & Means.....	
2012-134 . . .	Ways & Means.....	
2012-135 . . .	Ways & Means.....	
2012-136 . . .	Ways & Means.....	
2012-137 . . .	Airport, Ways & Means .....	
2012-138 . . .	Economic Development & Tourism, Ways & Means .....	
2012-139 . . .	Government Operations, Ways & Means.....	
2012-140 . . .	Government Operations, Ways & Means.....	
2012-141 . . .	Public Works, Ways & Means.....	
2012-142 . . .	Public Works, Ways & Means.....	
2012-143 . . .	Public Works, Ways & Means.....	
2012-144 . . .	Public Works, Ways & Means.....	
2012-145 . . .	Public Works, Ways & Means.....	
2012-146 . . .	Public Safety, Ways & Means .....	
2012-147 . . .	Public Safety, Ways & Means .....	
2012-148 . . .	Public Safety, Ways & Means .....	
2012-149 . . .	Public Safety, Ways & Means .....	
2012-150 . . .	Public Safety, Ways & Means .....	
2012-151 . . .	Public Safety, Ways & Means .....	
2012-152 . . .	Public Safety, Ways & Means .....	
2012-153 . . .	Health & Human Services, Ways & Means .....	
2012-154 . . .	Health & Human Services, Ways & Means .....	
2012-155 . . .	Health & Human Services, Ways & Means .....	
2012-156 . . .	Health & Human Services, Ways & Means .....	
2012-157 . . .	Health & Human Services, Ways & Means .....	
2012-158 . . .	Health & Human Services, Ways & Means .....	
2012-159 . . .	Health & Human Services, Ways & Means .....	
2012-160 . . .	Health & Human Services, Ways & Means .....	
2012-161 . . .	Health & Human Services, Ways & Means .....	
2012-162 . . .	Health & Human Services, Ways & Means .....	
2012-163 . . .	Public Works, Ways & Means.....	

**AVAILABLE ON WEBSITE ONLY**

[www.ocgov.net](http://www.ocgov.net)



**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

for

**MEMORIALIZING PETITION**

067

FN 20 12 - ~~FN 2012-067~~

**READ & FILED**

SPONSOR(S): Michael Clancy; Ronald D. Townsend

**RE: PETITION IN SUPPORT OF THE 2012 ISSUES OF UNITED CONCERN FOR THE EIGHT ORGANIZATIONS REPRESENTING ONEIDA COUNTY VOLUNTEER FIRE DEPARTMENTS, EMS UNITS AND AMBULANCE CORPS**

**WHEREAS,** Volunteer Fire Departments, EMS units and Volunteer Ambulance corps provide a critical service to the residents of Oneida County and are deserving of our support and appreciation, and

**WHEREAS,** The Association of Fire Districts of the State of New York, Inc. FASNY, The New York State EMS Coordinators Association, Inc., The New York State Association of Fire Chiefs, The Volunteer Fire Police Association of the State of New York, Inc., The County Fire Coordinators' Association of the State of New York, The New York State Volunteer Ambulance and Rescue Association, Inc. and the New York State Fire Marshalls and Inspectors Association have all endorsed these legislative changes, and

**RESOLVED,** The law needs to be amended regarding the Fallen Firefighter Memorial in Albany to allow for the inclusion of additional names such as in the case of a firefighter who dies during training which we consider to be a "line of duty death" as well, and

**RESOLVED,** The requirement for the "Bail Out Rope" legislation need to be clarified, and

**RESOLVED,** These organizations are seeking amendments to the New York Government and Citizen Empowerment Act, and

**RESOLVED,** The exemption from the Seat Belt Law needs to be eliminated for operators and passengers of certain authorized fire and EMS emergency vehicles, and

**RESOLVED,** Volunteer Fire Departments EMS units need to be able to refuse membership or expel persons convicted of certain sex or felony convictions whereas now, only arson convictions are a bar to membership, and

**RESOLVED,** There is a need for legislation to require health insurance carriers to cover volunteers when a municipality allows volunteers, at the volunteers own expense, to participate in its plan and to allow to allow volunteers to participate in the Healthy New York Program, and

**RESOLVED,** The General Business Law needs to be amended to prohibit the retail sale and distribution of novelty lighters which are the cause of numerous fires in part caused by children who play with them believing that they are toys, now therefore be it hereby

**RESOLVED,** That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives Anthony Brindisi (D-116), Claudia Tenney (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49), Governor Andrew Cuomo, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Dean Skellos,

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

*Joseph Griffo  
William Magee  
Frankie Ferraro  
Carol Jordan D-14  
Harmony Speare*

Philip M. Sacco

James M. Murphy

7021  
Chad Davis

Michael C. [unclear]

Norm [unclear]

[unclear] [unclear]

3 [unclear]

Jim [unclear]  
Paul R. Paparella

Pat [unclear] [unclear]  
[unclear]

[unclear] [unclear]  
[unclear] [unclear]

[unclear]

[unclear]

[unclear]

[unclear]

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

DATED: \_\_\_\_\_

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

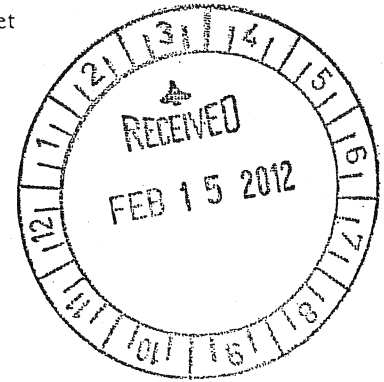
County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

February 15, 2012

FN 20 12 - 119

GOVERNMENT OPERATIONS

**WAYS & MEANS**



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

Dear Mr. Picente:

On Thursday, February 9, 2012, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest offers received that evening. Initially we started with over 245 properties. Since our last auction held in August 2011, collection efforts have resulted in recovering over \$1,342,587 in delinquent taxes.

We would also like to personally thank the county maintenance staff, the Sheriff's Department for providing security, and County Legislator Les Porter who generously donates his time and talent as auctioneer.

We recommend full Board consideration of the attached bids for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli  
Commissioner of Finance

AC/bad

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators  
Greg Amoroso, County Attorney  
File

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

Anthony J. Picente, Jr.  
County Executive

Date

2/15/12

Bid #	Name	Swis	TAX MAP	CD	Town/City	Address	Pad #	Bid Amt	Taxes Owed
12-01-02	Dixon, Terry	3089	108.000-2-24.2	PM	Camden	1020 Florence Hill Rd	280	\$17,000.00	\$8,877.01
12-01-14	Brodie, William M	6489	218.000-1-44	QC	Vienna	3099 Old NYS RTE 49	39	\$3,500.00	\$4,108.16
12-01-73	Pryputniwicz, Stanley	4689	375.000-1-33	PV	Marshall	1983 State Rte 12	57	\$9,000.00	\$9,468.79
12-01-45	Mulvaney, Jennie	4089	327.003-2-21	NX	Kirkland	7630 NYS RTE 5	5	\$3,250.00	\$2,466.12
12-01-62	Tavares, Linda	1600	318.082-3-18	SW	Utica	1502 Howard Ave	255	\$10,000.00	\$4,628.12
12-01-16	Russell, Ricker Sr	2000	131.000-1-4.2	IG	Annsville	4350 Slater Rd	143	\$11,000.00	\$6,923.64
12-01-18	Fornino, Michael	3800	52.000-2-68	QH	Forestport	Snowbird Lk	138	\$8,000.00	\$1,977.30
12-01-42	Medlin, Alexander A	4200	151.000-1-12.5	LE	Lee	Steadman Rd	304	\$7,500.00	\$7,368.08
12-01-19	Campbell, Joel	4889	328.016-4-54	WU	New Hartford	Great View Pl	149	\$800.00	\$628.31
12-01-33	Potts, Earle	5889	160.000-1-43	OJ	Trenton	NYS RTE 28	59	\$2,250.00	\$1,036.67
12-01-01	Wentz, John	3200	294.000-2-8.1	ON	Deerfield	Walker Rd	26	\$5,000.00	\$3,235.91
12-01-46	Hartje, Paul	6600	136.004-1-17	OK	Western	Tannery Rd	30	\$4,000.00	\$4,195.26
12-01-28	Dye, Kathleen	6089	300.000-2-8.3	PZ	Vernon	5634 Townline Rd	38	\$800.00	\$1,482.61
12-01-66	Burr, William	3800	13.004-2-20	IQ	Forestport	6048 Turk Rd	13	\$18,000.00	\$1,943.13
12-01-26	Salmon, Michael	6800	303.000-1-66.3	QS	Westmoreland	Graves Rd	98	\$8,000.00	\$1,964.07
12-01-36	Stewart, David	5600	157.000-1-6	LZ	Steuben	Lewis Rd	272	\$6,000.00	\$6,318.14
12-01-17	Falk, Paul	3600	208.000-2-19.6	TK	Floyd	Soule Rd	102	\$4,000.00	\$3,699.20
12-01-53	Joseph, Christine	1600	318.083-2-20	NO	Utica	602 Eagle St	52	\$5,000.00	\$1,267.37
12-01-12	Hawkins, Paul J	6600	155.000-1-14.1	LM	Western	Main St	63	\$6,500.00	\$530.92
12-01-61	Peters, Martin C	5201	159.007-2-28	SZ	Remsen/V Remsen	Main St	140	\$1,400.00	\$9,319.83
12-01-27	Beach, Nathaniel	6401	236.015-4-48	UD	Vienna/V Sylvan Beach	Pleasant Ave	9	\$2,400.00	\$1,925.46
12-01-32	Sholtz, Loren R	6200	256.000-3-17	OB	Verona	6790 Sholtz Rd	38	\$2,400.00	\$8,917.78
12-01-41	Casanova Family Trust	4889	359.005-1-7	UB	New Hartford	9462 Elm St	83	\$3,000.00	\$2,467.26
12-01-35	Archer, Deborah	6600	172.002-1-15	LW	Western	Stokes Westernville NS	271	\$300.00	\$654.04
12-01-13	Verona Beach Boosters Inc	6200	252.015-2-61	NW	Verona	Lakeshore Rd	83	\$4,000.00	\$1,422.12
12-01-50	Funk, Doris H	6800	273.000-1-30.1	KL	Westmoreland	Dix Rd	49	\$300.00	\$3,272.09
12-01-31	Wright, Robert	5401	392.006-2-7	QB	Sangerfield/V Waterville	132 Berrill Ave	256	\$6,500.00	\$12,323.47
12-01-05	NRLL East, LLC	5289	142.002-6-34	RO	Remsen	Oneida St	120	\$100.00	\$414.30
12-01-37	Reeder, Marilyn	4089	315.019-2-16	TB	Kirkland	10 Railroad St	203	\$17,000.00	\$9,160.79
12-01-11	Fallon, Terrance D	6200	309.020-2-1	IZ	Verona	3797 Highland Ave	107	\$900.00	\$621.97
12-01-43	DePasquale, Thomas	2289	362.000-1-39.2	TS	Augusta	Knoxboro Rd West	140	\$1,750.00	\$3,813.59
12-01-34	Leazott, Charles	6489	216.000-2-9.1	RT	Vienna	1839 Muholland Rd	14	\$4,750.00	\$1,062.70
12-01-47	Wilson, John	6800	288.000-2-67.2	VD	Westmoreland	Lowell Rd	16	\$2,800.00	\$3,899.93
12-01-48	Bersani, Dominick	2801	407.015-1-1	KN	Bridgewater/V Bridgewater	US RT 20	252	\$32,500.00	\$17,682.19
12-01-15	Racquet, Michael & Regina	6489	184.000-1-12	NB	Vienna	3393 McConnellsville Rd	151	\$2,400.00	\$1,083.11
12-01-22	Hassler, Thomas J	3600	192.000-1-15	LF	Floyd	Crill Rd	258	\$1,500.00	\$1,381.10
12-01-29	Randt, Shelly	7005	318.005-9-63	VH	Whitestown/V Yorkville	2200 McBride Ave	286	\$5,500.00	\$11,470.61
12-01-25	Roberts, Donald S	3600	260.000-1-29	NM	Floyd	River Rd	149	\$600.00	\$2,882.91
12-01-56	Hernandez, Jose	7001	276.018-1-3.1	OV	Whitestown/V Oriskany	1201 Utica St	275	\$6,000.00	\$8,637.13
12-01-58	Brown, Lee	2889	407.000-2-4	NZ	Bridgewater	Route 8E	199	\$1,500.00	\$3,261.20
12-01-40	La Combe, Albert	4400	278.000-2-23	MP	Marcy	10028 Church Rd	283	\$3,600.00	\$11,648.32
12-01-20	Pettersen, Ole A	4089	327.004-1-15	PZ	Kirkland	Limberlost Rd	253	\$600.00	\$2,575.12

Feb 9, 2012 Auction

12-01-52	McBride, Frances	2689	66.000-2-25	QF	Boonville	State Rte 12	78	\$2,000.00	\$3,488.10
12-01-67	Anderson, Albert	4200	152.000-2-1.4	JW	Lee	9860 Capron Rd	89	\$400.00	\$1,670.47
12-01-60	Carpenter, Barbara J	2201	381.020-1-6	LM	Augusta/V Oriskany Falls	144 N Main St	307	\$4,250.00	\$6,032.81
12-01-57	Goodenow, Patrick	6401	252.007-3-6	PA	Vienna/V Sylvan Beach	1308 Vienna Rd	256	\$1,500.00	\$1,758.21
12-01-70	Collins, Walter E	6200	284.000-1-6.4	PA	Verona	5975 Irish Ridge Rd	62	\$4,000.00	\$10,075.60
12-01-49	Fiore, John	7001	276.019-1-4.1	QA	Whitestown/V Oriskany	River St	209	\$100.00	\$575.10
12-01-30	Spolsky, John C	6401	236.019-7-11	QQ	Vienna/V Sylvan Beach	11 Arch St	204	\$14,000.00	\$11,020.47
12-01-09	Farber, Chris	5807	159.011-1-7	QF	Trenton/V Remsen	9524 Main sSt	73	\$3,000.00	\$15,337.36
12-01-44	Larmer, Pamela J	3089	129.000-1-36.3	SV	Camden	2777 Moran Post Rd	33	\$15,000.00	\$7,444.37
12-01-59	Lenweaver, Joanne	3200	307.006-2-76	SJ	Deerfield	657 Beaumont Pl	2	\$61,000.00	\$9,856.57
12-01-07	Jones, Betty	4200	188.001-1-48	RF	Lee	Sleepy Hallow Rd			\$680.90
	HSBC	4200	188.001-1-49	RY	Lee	6088 Sleepy Hallow Rd	291	\$66,000.00	\$22,664.79
12-01-08	Oneida County Board	3800	67.003-3-12	MM	Foresport	Tracey Rd			\$764.26
	HSBC	3800	67.003-3-13	NF	Foresport	4100 Tracy Rd	4	\$35,000.00	\$11,762.51

ANTHONY R. CARVELLI  
COMMISSIONER

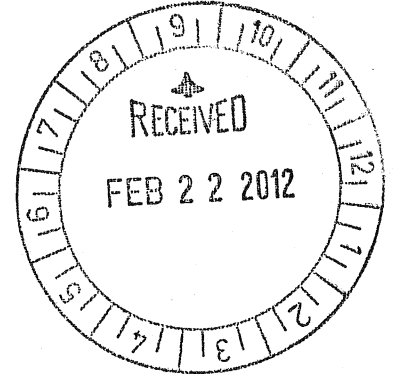
ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net



February 21, 2012

Michael Waterman, Chairman of Government Operations  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, NY 13501

RE: Bid # 12-1-48

Dear Chairman Waterman:

It has been brought to our attention that the owner of property (Tax Map # 407.015-1-1) filed for protection through the courts under Chapter 7 following the February 9, 2012 delinquent tax auction. Therefore, we request that this property be removed from consideration by your committee at this time. Thank you.

Sincerely,

Anthony Carvelli  
Commissioner of Finance

AC/bad

cc: Anthony J. Picente, Jr., County Executive  
Gerald J. Fiorini, Chairman of the Board  
Gregory J. Amoroso, County Attorney

**UNITED STATES BANKRUPTCY COURT for the NORTHERN DISTRICT OF NEW YORK**

**Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 2/15/12.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

*See Reverse Side For Important Explanations*

**RECEIVED**

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Dominick Bersani  
dba Dominick 's Italian Bistro  
7351 US Route 20,  
Wateville, NY 13480

Jennifer Bersani  
7351 US Route 20,  
Wateville, NY 13480

FEB 21 2012

ONEIDA COUNTY  
COMMISSIONER OF FINANCE

Case Number:  
12-60201-6-dd

Social Security/Taxpayer ID/Employer ID/Other Nos.:  
200-56-0950  
084-60-0386

Attorney for Debtor(s) (name and address):  
Michael A. Castle  
110 West Albany Street  
Herkimer, NY 13350  
Telephone number: (315) 866-7401

Bankruptcy Trustee (name and address):  
Randy J. Schaal  
DeBottis & Schaal  
312 Broad Street  
Oneida, NY 13421  
Telephone number: (315)363-6888

**Meeting of Creditors**

Date: **March 14, 2012**

Time: **02:00 PM**

Location: **Alexander Pirnie Federal Building, 10 Broad Street, Rm 106, Utica, NY 13501**

**Presumption of Abuse under 11 U.S.C. § 707(b)**

*See "Presumption of Abuse" on reverse side.*

The presumption of abuse does not arise.

**Deadlines:**

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

**Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts: 5/14/12**

**Deadline to File a Certificate of Completion of the Post-filing Personal Financial Management Course (Official Form 23): 5/14/12**

**Deadline to Object to Exemptions:**

Thirty (30) days after the *conclusion* of the meeting of creditors.

**Appointment of Trustee:**

The United States Trustee pursuant to Code Section 701 has appointed Randy J. Schaal as trustee of the estate of the debtor(s) named above. The trustee shall be deemed to have accepted the appointment and shall serve under his/her blanket bond, unless the trustee notifies the U.S. Trustee and the Court in writing of the rejection of the appointment within seven (7) days of receipt of this notice. Code Section 322; FRBP 2008. Guy A. VanBaalén, Assistant U.S. Trustee. Additional information can be found at the United States Trustee's website at <http://www.usdoj.gov/ust/r02>.

**Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

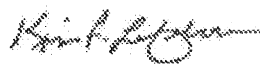
**Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.**

**Creditor with a Foreign Address:**

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

**Address of the Bankruptcy Clerk's Office:**  
Alexander Pirnie Federal Building  
10 Broad Street, Room 230  
Utica, NY 13502  
Telephone number: 315-793-8101

**For the Court:**



Kim F. Lefebvre  
Clerk of the Bankruptcy Court

Hours Open: Monday - Friday 9:00 AM - 4:00 PM

Date: 2/15/12



Bid #	Name	Swis	TAX MAP	CD	Town/City	Address	Pad #	Bid Amt	Taxes Owed
12-01-02	Dixon, Terry	3089	108.000-2-24.2	PM	Camden	1020 Florence Hill Rd	280	\$17,000.00	\$8,877.01
12-01-14	Brodie, William M	6489	218.000-1-44	QC	Vienna	3099 Old NYS RTE 49	39	\$3,500.00	\$4,108.16
12-01-73	Pyputniewicz, Stanley	4689	375.000-1-33	PV	Marshall	1983 State Rte 12	57	\$9,000.00	\$9,468.79
12-01-45	Mulvaney, Jennie	4089	327.003-2-21	NX	Kirkland	7630 NYS RTE 5	5	\$3,250.00	\$2,466.12
12-01-62	Tavares, Linda	1600	318.082-3-18	SW	Utica	1502 Howard Ave	255	\$10,000.00	\$4,628.12
12-01-16	Russell, Ricker Sr	2000	131.000-1-4.2	IG	Annsville	4350 Slater Rd	143	\$11,000.00	\$6,923.64
12-01-18	Fornino, Michael	3800	52.000-2-68	QH	Forestport	Snowbird Lk	138	\$8,000.00	\$1,977.30
12-01-42	Medlin, Alexander A	4200	151.000-1-12.5	LE	Lee	Steadman Rd	304	\$7,500.00	\$7,368.08
12-01-19	Campbell, Joel	4889	328.016-4-54	WU	New Hartford	Great View Pl	149	\$800.00	\$628.31
12-01-33	Potts, Earle	5889	160.000-1-43	OJ	Trenton	NYS RTE 28	59	\$2,250.00	\$1,036.67
12-01-01	Wertz, John	3200	294.000-2-8.1	ON	Deerfield	Walker Rd	26	\$5,000.00	\$3,235.91
12-01-46	Hartje, Paul	6600	136.004-1-17	OK	Western	Tanneys Rd	30	\$4,000.00	\$4,195.26
12-01-28	Dye, Kathleen	6089	300.000-2-8.3	PZ	Vernon	5634 Townline Rd	38	\$800.00	\$1,482.61
12-01-66	Burr, William	3800	13.004-2-20	IQ	Forestport	6048 Turk Rd	13	\$18,000.00	\$1,943.13
12-01-26	Salmon, Michael	6800	303.000-1-66.3	QS	Westmoreland	Graves Rd	98	\$8,000.00	\$1,964.07
12-01-36	Stewart, David	5600	157.000-1-6	LZ	Steuben	Lewis Rd	272	\$6,000.00	\$6,318.14
12-01-17	Falk, Paul	3600	208.000-2-19.6	TK	Floyd	Soule Rd	102	\$4,000.00	\$3,699.20
12-01-53	Joseph, Christine	1600	318.083-2-20	NO	Utica	602 Eagle St	52	\$5,000.00	\$1,267.37
12-01-12	Hawkins, Paul J	6600	155.000-1-14.1	LM	Western	Main St	63	\$6,500.00	\$530.92
12-01-61	Peters, Martin C	5201	159.007-2-28	SZ	Remsen/V Remsen	Main St	140	\$1,400.00	\$9,319.83
12-01-27	Beach, Nathaniel	6401	236.015-4-48	UD	Vienna/V Sylvan Beach	Pleasant Ave	9	\$2,400.00	\$1,925.46
12-01-32	Sholtz, Loren R	6200	256.000-3-17	OB	Verona	6790 Sholtz Rd	38	\$2,400.00	\$8,917.78
12-01-41	Casanova Family Trust	4889	359.005-1-7	UB	New Hartford	9462 Elm St	83	\$3,000.00	\$2,467.26
12-01-35	Archer, Deborah	6600	172.002-1-15	LW	Western	Stokes Westernville NS	271	\$300.00	\$654.04
12-01-13	Verona Beach Boosters Inc	6200	252.015-2-61	NW	Verona	Lakeshore Rd	83	\$4,000.00	\$1,422.12
12-01-50	Funk, Doris H	6800	273.000-1-30.1	KL	Westmoreland	Dix Rd	49	\$300.00	\$3,272.09
12-01-31	Wright, Robert	5401	392.006-2-7	QB	Sangerfield/V Waterville	132 Berrill Ave	256	\$6,500.00	\$12,323.47
12-01-05	NRLL East, LLC	5289	142.002-6-34	RO	Remsen	Oneida St	120	\$100.00	\$414.30
12-01-37	Reeder, Marilyn	4089	315.019-2-16	TB	Kirkland	10 Railroad St	203	\$17,000.00	\$9,160.79
12-01-11	Fallon, Terrance D	6200	309.020-2-1	IZ	Verona	3797 Highland Ave	107	\$900.00	\$621.97
12-01-43	DePasquale, Thomas	2289	362.000-1-39.2	TS	Augusta	Knoxboro Rd West	140	\$1,750.00	\$3,813.59
12-01-34	Lezott, Charles	6489	216.000-2-9.1	RT	Vienna	1839 Muholland Rd	14	\$4,750.00	\$1,062.70
12-01-06	Koon, Jeffrey	3800	36.000-1-26	MF	Forestport	State Rte 28	202	\$7,000.00	\$6,269.62
12-01-47	Wilson, John	6800	288.000-2-67.2	VD	Westmoreland	Lowell Rd	16	\$2,800.00	\$3,899.93
12-01-48	Bersani, Dominick	2801	407.015-1-1	KN	Bridgewater/V Bridgewater	US RT 20	252	\$32,500.00	\$17,682.19
12-01-15	Racquet, Michael & Regina	6489	184.000-1-12	NB	Vienna	3393 McConnellsville Rd	151	\$2,400.00	\$1,083.11
12-01-22	Hassler, Thomas J	3600	192.000-1-15	LF	Floyd	Crill Rd	258	\$1,500.00	\$1,381.10
12-01-29	Randt, Shelly	7005	318.005-9-63	VH	Whitestown/V Yorkville	2200 McBride Ave	286	\$5,500.00	\$11,470.61
12-01-25	Roberts, Donald S	3600	260.000-1-29	NM	Floyd	River Rd	149	\$600.00	\$2,882.91
12-01-56	Hernandez, Jose	7001	276.018-1-3.1	OV	Whitestown/V Oriskany	1201 Utica St	275	\$6,000.00	\$8,637.13
12-01-58	Brown, Lee	2889	407.000-2-4	NZ	Bridgewater	Route 8E	199	\$1,500.00	\$3,261.20
12-01-40	La Combe, Albert	4400	278.000-2-23	MP	Marcy	10028 Church Rd	283	\$3,600.00	\$11,648.32



Feb 9, 2012 Auction

12-01-20	Petterson, Ole A	4089	327.004-1-15	PZ	Kirkland	Limberlost Rd	253	\$600.00	\$2,575.12
12-01-52	McBride, Frances	2689	66.000-2-25	QF	Boonville	State Rte 12	78	\$2,000.00	\$3,488.10
12-01-67	Anderson, Albert	4200	152.000-2-1.4	JW	Lee	9860 Capron Rd	89	\$400.00	\$1,670.47
12-01-60	Carpenter, Barbara J	2201	381.020-1-6	LM	Augusta/V Oriskany Falls	144 N Main St	307	\$4,250.00	\$6,032.81
12-01-57	Goodenow, Patrick	6401	252.007-3-6	PA	Vienna/V Sullivan Beach	1308 Vienna Rd	256	\$1,500.00	\$1,758.21
12-01-70	Collins, Walter E	6200	284.000-1-6.4	PA	Verona	5975 Irish Ridge Rd	62	\$4,000.00	\$10,075.60
12-01-49	Fiore, John	7001	276.019-1-4.1	QA	Whitestown/V Oriskany	River St	209	\$100.00	-\$575.10
12-01-30	Spolsky, John C	6401	236.019-7-11	QQ	Vienna/V Sylvan Beach	11 Arch St	204	\$14,000.00	\$11,020.47
12-01-09	Farber, Chris	5807	159.011-1-7	QF	Trenton/V Rensen	9524 Main sSt	73	\$3,000.00	\$15,337.36
12-01-44	Larmer, Pamela J	3089	129.000-1-36.3	SV	Camden	2777 Moran Post Rd	33	\$15,000.00	\$7,444.37
12-01-59	Lenweaver, Joanne	3200	307.006-2-76	SJ	Deerfield	657 Beaumont Pl	2	\$61,000.00	\$9,856.57
12-01-07	Jones, Betty	4200	188.001-1-48	RF	Lee	Sleepy Hallow Rd			\$680.90
	HSBC	4200	188.001-1-49	RY	Lee	6088 Sleepy Hallow Rd	291	\$66,000.00	\$22,664.79
12-01-08	Oneida County Board	3800	67.003-3-12	MM	Foresport	Tracey Rd			\$764.26
	HSBC	3800	67.003-3-13	NF	Foresport	4100 Tracy Rd	4	\$35,000.00	\$11,762.51



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

February 21, 2012

**PUBLIC WORKS**

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

FN 20 12 - 120

**WAYS & MEANS**

RE: Appointment of Commissioner of Water Quality and Water Pollution Control

Honorable Members:

Pursuant to Article XXVII, Section 2701 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Steven P. Devan as Commissioner of Water Quality and Water Pollution Control.

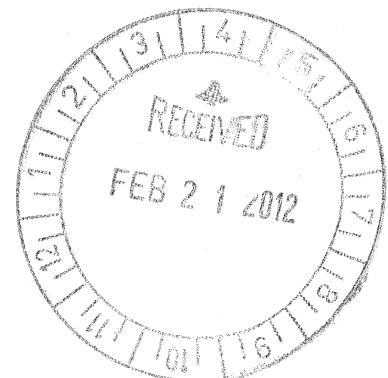
Steve Devan has been and continues to be invaluable to the operation and oversight of the County's water pollution control function. He is a thorough and knowledgeable professional and exemplifies the quality of public service which this administration seeks to advance.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Steven P. Devan





# 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

February 21, 2012

FN 20 12 - 121

## WAYS & MEANS

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

RE: Agreement approved February 14, 1996 between the Board of Legislators and the Utica Common Council with respect to the appointment of members to the Upper Mohawk Valley Regional Water Board

Honorable Members:

Pursuant to the above captioned agreement, this Board is in receipt of Resolution No. 2, adopted by the Utica Common Council on February 17, 2012, wherein **Dennis Bova** has been nominated by the Council as a candidate for appointment to the Upper Mohawk Valley Regional Water Board by the Board of Legislators for a 3-year term to expire on December 31, 2014.

I refer this matter to the Ways & Means Committee and on to the full Board and request that this be considered at the meeting of **March 14, 2012**.

Respectfully submitted,

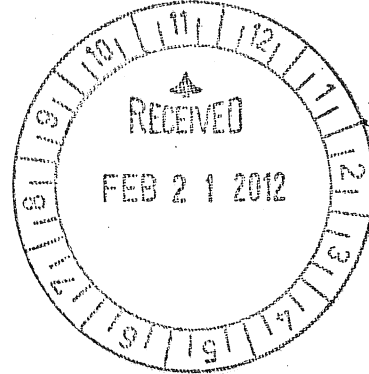
  
GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp  
Attachment



# CITY OF UTICA

1 Kennedy Plaza, Utica, New York 13502  
Department of Legislation  
315.792.0113



Joan M. Brenon  
City Clerk


February 17, 2012

Mikale Billard, Clerk of the Board  
Board of Legislators  
800 Park Ave.  
Utica N Y 13501

Dear Ms. Billard:

Enclosed is Resolution # 2 which was passed by the Common Council at their regularly scheduled meeting of February 15, 2012. This is transmitted to your Board for their consideration.

Very truly yours,

  
JOAN M. BRENON  
Utica City Clerk

enc.

Certified to:

BOARD OF LEGISLATORS

RES. 2

**City of Utica**  
**Department of Legislation**

In Common Council

Utica, N. Y., February 15, 2012

**Resolution 2. Sponsored by: Councilman Vescera**

**RESOLUTION NOMINATING A CANDIDATE TO THE ONEIDA  
COUNTY BOARD OF LEGISLATORS FOR APPOINTMENT TO THE  
UPPER MOHAWK VALLEY REGIONAL WATER BOARD**

**RESOLVED**, pursuant to Section 1226-e of the Public Authorities Law of the State of New York and agreement between the City of Utica Common Council and County of Oneida Board of Legislators, the Common Council hereby nominates the following individual as a candidate for appointment to the Upper Mohawk Valley Regional Water Board by the Oneida County Board of Legislators:

**Dennis Bova**  
471 Roseclair Drive  
Utica, New York 13502

for a three (3) year term to expire December 31, 2014.

**FURTHER RESOLVED**, the City Clerk is hereby directed to transmit the name of the council nominee to the Clerk of the County Legislature and retain a record specifying the date of delivery thereof.

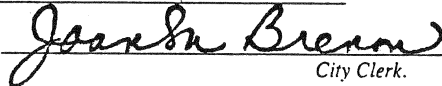
**Yeas: Councilmembers Vescera, Testa, Giruzzi, Marino, Colosimo-Testa, Zecca, Meola -7**  
**Nays: Councilman McKinsey-1**                      **Adopted.**

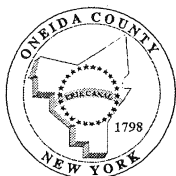
STATE OF NEW YORK, CITY OF UTICA }  
CITY CLERK'S OFFICE } ss.

I hereby certify that I have compared the foregoing copy of a resolution of the Common Council with the record of proceedings of the Common Council of said City of Utica, duly made and on file in this office, and that the same is a correct transcript therefrom and of the whole of said resolution.

IN TESTIMONY WHEREOF, I have hereunto affixed the Corporate Seal of said City, and subscribed my name, this 17th

day of February, 2012

  
City Clerk.



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

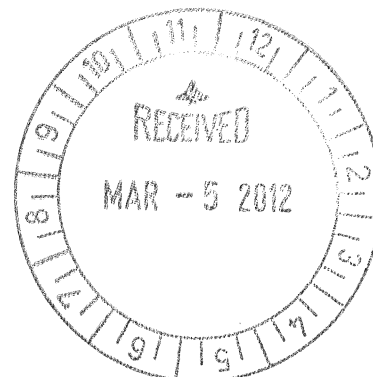
**ANTHONY J. PICENTE, JR.**  
 County Executive  
 ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING  
 800 PARK AVENUE  
 UTICA, NEW YORK 13501  
 (315) 798-5800  
 FAX (315) 798-2390  
 www.ocgov.net

March 5, 2012

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

FN 20 12-122



**WAYS & MEANS**

Honorable Members:

During the process of preparing for the closing of the County's accounting records for 2011, deficit balances were identified in a number of employee fringe benefit accounts that will require transfers. The transfers are covered by surplus funds in the 2011 budgets of other related fringe accounts.

The shortages in departmental Unemployment Insurance accounts are the result of the decision to eliminate over 70 positions through layoff and the need to balance an extremely difficult budget without mandate relief.

Due to the need to close the 2011 accounting records, I ask that these transfers be acted upon at the **March 14<sup>th</sup> meeting**. I therefore request your Board approval for the following **2011** fund transfers:

**TO:**

AA# A1165.850 - District Attorney, Unemployment Insurance .....	\$ 8,985.
AA# A1450.850 - Board of Elections, Unemployment Insurance .....	818.
AA# A1480.860 - Health Insurance Administration, Health Insurance .....	8,173.
AA# A1610.850 - Central Services, Unemployment Insurance .....	7,966.
AA# A1620.850 - Buildings & Grounds, Unemployment Insurance .....	81,337.
AA# A3146.850 - Intensive Supervision Program, Unemployment Insurance .....	6,081.
AA# A3150.850 - Sheriff - Jail Inmates, Unemployment Insurance .....	9,791.
AA# A4082.860 - WIC Program, Health Insurance .....	11,387.
AA# A5620.850 - Department of Aviation, Unemployment Insurance .....	6,812.
AA# A6010.850 - Social Services Administration, Unemployment Insurance .....	26,042.
AA# A6011.850 - Children & Adult Services, Unemployment Insurance .....	36,043.
AA# A6012.850 - Temporary Assistance, Unemployment Insurance .....	28,102.
AA# A6013.850 - Medicaid Administration, Unemployment Insurance .....	17,605.
AA# A6014.860 - Welfare Employment Reform Programs, Health Insurance .....	545.
AA# A6015.850 - Home Energy Assistance Program, Unemployment Insurance .....	51,764.
"A" Fund Total:	\$ 301,451.

AA# D5110.840 - Maintenance of Highways & Bridges, Workers Compensation .....	\$ 5,320.
AA# D5110.850 - Maintenance of Highways & Bridges, Unemployment Insurance .....	8,548.
"D" Fund Total:	\$ 13,868.

AA# G8110.860 - W.P.C. - Administration, Health Insurance .....	\$ 12,080.
"G" Fund Total:	\$ 12,080.

AA# J6296.830 - Workforce Investment Act-Utica, Social Security.....	\$	1,386.
AA# J6303.830 - College Student Corps, Social Security .....		<u>600.</u>
	"J" Fund Total: \$	1,986.

**FROM:**

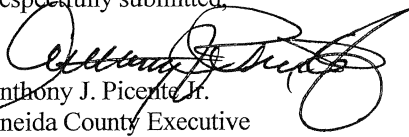
AA# A1165.810 - District Attorney, Retirement .....	\$	8,985.
AA# A1430.860 - Personnel, Health Insurance .....		4,124.
AA# A1450.810 - Board of Elections, Retirement.....		818.
AA# A1480.810 - Health Insurance Administration, Retirement .....		4,049.
AA# A1610.810 - Central Services, Retirement .....		7,966.
AA# A1998.850 - Budget-Special Items, Unemployment Insurance.....		240,893.
AA# A3146.810 - Intensive Supervision Program, Retirement .....		6,081.
AA# A3150.810 - Sheriff - Jail Inmates, Retirement .....		9,791.
AA# A4082.810 - WIC Program, Retirement .....		11,387.
AA# A5620.810 - Department of Aviation, Retirement .....		6,812.
AA# A6014.810 - Welfare Employment Reform Programs, Retirement.....		<u>545.</u>
	"A" Fund Total: \$	301,451.

AA# D5110.810 - Maintenance of Highways & Bridges, Retirement .....		<u>13,868.</u>
	"D" Fund Total: \$	13,868.

AA# G8110.810 - W.P.C. - Administration, Retirement .....	\$	<u>12,080.</u>
	"G" Fund Total: \$	12,080.

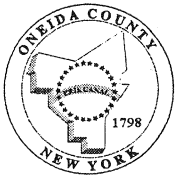
AA# J6300.810 - Workforce Development Administration, Retirement.....		<u>\$ 1,986.</u>
	"J" Fund Total: \$	1,986.

Respectfully submitted,



Anthony J. Picente Jr.  
Oneida County Executive

AJP:gp  
 CC:County Attorney  
 Comptroller  
 Budget Director  
 Affected Department Heads



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

ONEIDA COUNTY OFFICE BUILDING

800 PARK AVENUE

UTICA, NEW YORK 13501

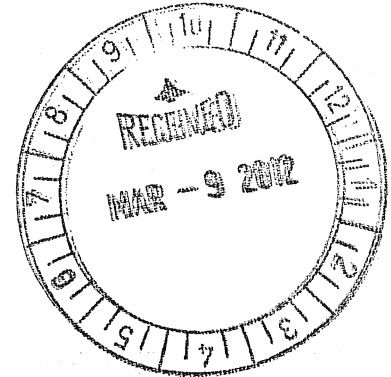
(315) 798-5800

FAX (315) 798-2390

www.ocgov.net

March 9, 2012

FN 20 12 - 123



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

**READ & FILED**

Dear Mr. Billard:

I am herewith signing Local Law "A" of 2012 that will amend the Oneida County Charter and the Oneida County Administrative code to provide for a reduction in the number of county legislative districts. This local law is subject to mandatory referendum.

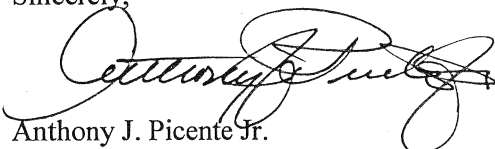
I take this action after extensive deliberation and a thorough review of all options put before me. While there will never be total agreement on this number, I'm sure that we can all agree this issue has gone on too long for this government and for the people we serve.

I have long stated that a reduction of ten districts was my favored option, just last year I vetoed a similar law that reduced the board by only four. I felt at that time that the citizens' charter review committee's recommendation had been unfairly rejected. Since that time there has been much discussion and discourse on this subject, and while discussion is good, the discourse is not.

Considering all aspects I have waited until the last day to take action on this law. I did so to give all who said there were votes out there for a ten seat reduction the time to make their case. Having received no such commitment, I believe that any further delay on this will only result in no reduction and further discourse. It is time to reduce the size of this government and address the serious concerns that our people deserve and demand.

I therefore sign this law as presented.

Sincerely,

  
Anthony J. Picente Jr.

Cc: Board of Legislators  
Mr. Gregory Amorosa 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

FN 20

12-125

READ & FILED

February 8, 2012

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

Honorable Members:

As a result of the appointment of James R. Murphy to County Legislator in the 29<sup>th</sup> District, changes to Standing Committees are attached.

These changes are effective immediately.

Respectfully submitted,

GERALD J. FIORINI, CHAIRMAN  
ONEIDA COUNTY BOARD OF LEGISLATORS



# 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

## STANDING COMMITTEES 2012-2013

2/8/12

**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  
\*James Murphy

**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  
\*James Murphy

### **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

\*Denotes change

2/8/12

**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



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS

10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

Andrew M. Cuomo  
Governor

Darrel J. Aubertine  
Commissioner

FN 20 12-126

Mikale Billard, Clerk  
Oneida County Legislature  
County Office Building  
800 Park Avenue  
Utica New York 13501

**READ & FILED**

Dear Mr. Billard:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 100 of 2011, a district review plan to continue, with modification Oneida County Agricultural District No. 3.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans, the Commissioner of Environmental Conservation has determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the proposal and the determination of the Commissioner of Environmental Conservation, I hereby certify that:

- A. The District is eligible for redistricting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the State.

The County is required to complete the next review of Oneida County Agricultural District No. 3 on or before February 28, 2019.

Signed and Sealed at the Town of Colonie,  
County of Albany, NY,  
This 13<sup>th</sup> day of July, 2011

DARREL J. AUBERTINE  
Commissioner of Agriculture and Markets  
of the State of New York

cc: McCrea Burnham, Div. of Lands and Forests, DEC  
James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Chair, County AFPB



# 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

FN 20 12 - 127

DATE: March 7, 2012

## WAYS & MEANS

TO: Gerald J. Fiorini, Chairman

FROM: Michael B. Waterman, Howard Regner, Patrick H. Brennan,  
Norm Leach, Les Porter, Richard A. Flisnik, George Joseph  
Robert Koenig, James M. D'Onofrio, Brian D. Miller,  
Brian P. Mandryck and David J. Wood

SUBJECT: Attached please find Local Law Changing the Site of the Oneida  
County Board of Elections to a location beyond the limits of  
the City of Utica, New York for consideration. I am requesting  
that this Local Law be forwarded to the Government Operations  
Committee.

Thank you for your anticipated cooperation.



*INTRODUCTORY  
NO.*

*F.N.*

**ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY: Waterman, Regner, Brennan, Leach, Porter, Flisnik, Joseph, Koenig,  
D'Onofrio, Miller, Mandryck, Wood, Fiorini*

*2ND BY:*

**RE: A LOCAL LAW CHANGING THE SITE OF THE ONEIDA COUNTY  
BOARD OF ELECTIONS TO A LOCATION BEYOND THE LIMITS OF THE  
CITY OF UTICA**

Legislative Intent: The intent of this local law is to relocate the Oneida County Board of Elections beyond the limits of the City of Utica, in order to assist with an overall relocation plan of County offices. The overall relocation plan is designed to increase efficiency by maximizing the usage of County-owned space and to provide for decreased costs by reducing the usage of privately owned space for County functions.

WHEREAS, County Executive Picente has proposed relocating various County offices, including moving the Board of Elections as set forth herein, in order to increase efficiency in County government, and

WHEREAS, County Law 216 requires that the planned move of the Board of Elections outside the boundaries of the City of Utica is subject to mandatory referendum,

**NOW, THEREFORE, BE IT ENACTED by the Board of County Legislators of the  
County of Oneida, State of New York, as follows:**

The Oneida County Board of Elections shall be relocated beyond the limits of the City of Utica, to Whitestown, New York.

This Local Law shall be subject to mandatory referendum and shall become effective upon approval at such election and in accordance with Section 20, 21 and 27 of the Municipal Home Rule Law.

APPROVED:

Ways & Means Committee ( )

DATED:

Adopted by the following roll call vote:

AYES \_\_\_ NAYS \_\_\_ ABSENT \_\_\_

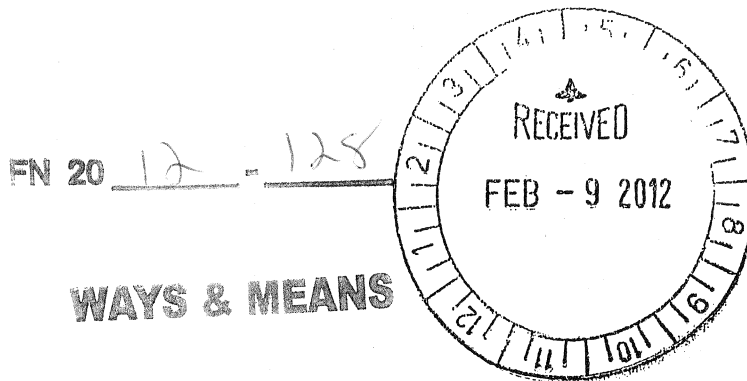


# ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Clancy, 12<sup>th</sup> Legislative District, 4932 Old Oneida Rd. Verona, NY 1472 (315) 363-5270  
Peter A. Caruso, 26<sup>th</sup> Legislative District, 2 Parkway Circle, Utica, NY 13501 (315) 797-5712

February 1, 2012

The Honorable Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Ave.  
Utica, New York 13501



Dear Chairman Fiorini,

Please find the enclosed draft copy of a Local Law regulating dealers of secondhand articles, written by Mssrs. Clancy and Caruso. I am requesting that you move this proposed legislation to be considered by the full Board of Legislators. Thank you for your full consideration.

Respectfully submitted,

MICHAEL J. CLANCY  
ONEIDA COUNTY LEGISLATOR  
12<sup>TH</sup> DISTRICT

PETER A. CARUSO  
ONEIDA COUNTY LEGISLATOR  
26<sup>TH</sup> DISTRICT

MJC:p  
Enclosure.

**INTRODUCTORY  
NO.**

**F.N. 2012-**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY: Michael Clancy, Peter Caruso**

**2<sup>ND</sup> BY:**

**LOCAL LAW INTRODUCTORY “ “ OF 2012  
LOCAL LAW NO. OF 2012**

**A LOCAL LAW REGULATING DEALERS OF SECONDHAND ARTICLES**

**BE ENACTED BY THE COUNTY LEGISLATURE OF ONEIDA  
COUNTY AS FOLLOWS:**

**Section 1. Definitions**

**(A) “Secondhand Dealer”**

Means any person, corporation, partnership, unincorporated association and the agents or employees or such entities, engaged in the commercial exchange, purchase and/or sale of secondhand articles for any purpose and of what ever nature, including but not limited to any person dealing in the purchase or sale of any secondhand radios, televisions, household appliances, either electric or mechanical, automobile accessories or parts, including tires, office furniture, business machines and secondhand articles of whatsoever nature, or dealing in the purchase or sale of any secondhand manufactured article composed wholly or in part of gold, silver, platinum or other metal, or in the purchase or sale of old gold, silver or platinum, or dealing in the purchase of articles or things comprised of gold, silver or platinum for the purpose of melting or refining, or engaged in melting precious metals for the purpose of selling, or in the purchase or sale of pawnbrokers' tickets or other evidence of pledged articles or, not being a pawnbroker, who deals in the redemption or sale of pledged articles.

**Exemption:** This ordinance shall not apply to or include the following:

(a) The sale of secondhand goods where all of the following are present:

- (1) The sale is held on property occupied as a dwelling by the seller or owner or rented or leased by a charitable or non-profit organization (i.e. – yard sale, moving sale, garage sale and the like); AND
- (2) The items offered for sale are owned by the occupant or seller; AND



- (3) That no sale exceeds a period of ninety-six (96) consecutive hours;  
AND
  - (4) That no more than three (3) sales are held in a any twelve (12) month period; AND
  - (5) That none of the items offered for sale shall have been purchased for resale or received on consignment for purpose of resale.
- (b) The sale of secondhand books or magazines.
  - (c) The sale of goods at an auction held by a licensed auctioneer.
  - (d) Goods sold as bonafide antique, used furniture, used clothing or used baby/children store (i.e. – a business in which at least seventy-five percent (75%) of the business' revenue is derived through the sale of antiques, used furniture or used clothes or used baby/children's (under the age of ten (10)) items-, such as rattles, dolls, trucks, playpens, bouncy seats, strollers, toys, etc). Electronic items and games for electronic items are NOT part of this exemption.
  - (e) Any transaction involving secondhand items regulated by state or federal law, or regulated by any city, town or village law.
  - (f) Any not-for-profit or charitable organization that receives or sells secondhand articles.
  - (g) Any junk dealer licensed pursuant to article 6 and/or article 6-C of the New York General Business Law.

**(B) "Applicant"**

Mean any owner(s) of the secondhand dealer business.

**(C) "Identification"**

Means an official document issued by the United States government, any state, county, municipality or any public agency of department thereof or any public employer, which contains a photographic image of said person.

**Section 2. Legislative Finding and Purpose**

The residents of the County of Oneida have a significant interest in discouraging theft and the sale of secondhand stolen articles. There has been an increase in incidents of property theft and with the increase in price of precious metals and gems and the ease with which some secondhand dealers buy and sell precious metals or gems without requiring identification or proof of ownership, there is significant opportunity for persons involved in property theft to dispose of stolen property to these secondhand dealers.

Since secondhand dealers, while serving a legitimate function, are often used by persons to dispose of stolen goods, there must be controls and regulations placed on the purchase of such articles in order to protect the property rights for the residents of Oneida County and aid law enforcement in their efforts to recover stolen property and identify suspects. It the intent of this Local Law to regulate these commercial outlets by requiring these individuals to register their businesses and to keep records of transactions relating to the merchandise herein specified. These requirements would assist in the recovery of stolen items, the detection and apprehensions of persons involved in various crimes and discourage secondhand dealers from accepting property they suspect to be stolen; thereby greatly reducing the market for stolen goods and discouraging theft.

### **Section 3. Written Records**

#### **(a) Information required.**

Except as otherwise provided in Section 4, no Secondhand Dealer may acquire an item specified herein, whether within the physical place of business or off site, within Oneida County, unless such Secondhand Dealer has requested, obtained and recorded the following information in English:

- (1) The amount paid, advanced or loaned for the article;
- (2) A detailed, complete and accurate description of the article including identifying marks;
- (3) If applicable, the article's serial number, make and model number;
- (4) In the case of precious metals, jewelry, gems or precious stones, a photograph of the article;
- (5) Identification information, as described in Section 3b, of the person offering the article for sale;
- (6) The date, time and place of the transaction;
- (7) A bill of sale and/or receipt **MUST** be given. Any bill of sale and/or receipt must be numbered in consecutive order and issued in the same order.

#### **(b) Identification Information**

Every Secondhand Dealer **MUST** request identification from the seller and compare the photographic image to the seller to verify the identity when acquiring an item specified herein. The Secondhand Dealer shall record the name, date of birth, address or current address (if different than that on the identification) and the identification number (i.e. – motorist identification number on a driver's license) of the seller. For all acquisitions the Secondhand Dealer, whether on or off premises, **MUST** make a photocopy of the front of the identification. However; if the acquisition is made from another Secondhand Dealer, then the Secondhand Dealer purchasing the item shall record the date, time, business name and address of the Secondhand Dealer selling the item and the number of days the item was held prior to the acquisition. Purchases between Secondhand Dealers do not require photographic identification as stated above.

(c) Records Retention/Inspections

- (1) Every Secondhand Dealer shall maintain the information required pursuant to this section in a secure location for minimum period of five (5) years. Every Secondhand Dealer shall allow any records kept pursuant to this Local Law and all article of secondhand merchandise therein, to be examined during normal business hours by any member of the Oneida County Sheriff's Office (OCSO) or other police agency. Computerized records can be used to satisfy the requirements of this Local Law provided that such records include the information herein and are available for inspection in printed format upon request.
- (2) Additionally, every Secondhand Dealer shall, every Friday, before the hour of 10:00 AM, on electronic forms provided by the OCSO, forward a correct copy of records as detailed by Section 3, subparagraphs (a) and (b), of all articles purchased within the preceding seven (7) day time period and MUST deliver this form via e-mail to an address designated by the OCSO. Photographs, jewelry, gems and precious stones are NOT to be transmitted with these records. Further, nothing in this section shall be construed as to prevent the OCSO from requesting the form required hereunder to be filed on such other date or at such other times and frequency as exigency or law enforcement need may require.

A Secondhand Dealer, when notified by the OCSO or other law enforcement agency that property in his/her possession is stolen or alleged to be stolen, shall take immediate steps to secure that property and such item shall be marked "POLICE STOP". Thereafter, such property shall not be sold or removed from the premises until notification is made to the dealer in writing by the OCSO or other law enforcement agency allowing such removal or sale.

**Section 4. Application for Secondhand Dealers License**

- (a) Every Secondhand Dealer as defined in Section 1 herein, shall apply for a Secondhand Dealer's license with the Oneida County Sheriff's Office. The fee for this application will be \$75.00 and is renewable on a calendar year basis. The application shall be made on a form supplied by the Sheriff of Oneida County and shall include but not be limited to the following information; the name, address and telephone number of the business owner, the name, address and telephone number of the operator of such business; if different than the owner. The application shall also include the location and telephone number of the business and a statement of the days and hours during which such business shall be customarily open to the public. Any change in such

information shall be immediately transmitted to the Sheriff of Oneida County in the same manner as the original application. The applicant shall also provide a certificate from the sealer of weights and measures of the County of Oneida certifying that all weighing and measuring devices have been examined and approved pursuant to law.

- (b) When an application is filed the applicant must submit to fingerprinting by the Oneida County Sheriff's Office for the purpose of obtaining a criminal history record check through the New York State Division of Criminal Justice Services/FBI. The OCSO is hereby authorized to require from such applicants fingerprint identification cards, signed waivers or consents permitting inquiry into the criminal history of applicants and fees required by the New York State Division of Criminal Justice Services.
- (c) Where such applicant(s) has been convicted of a crime that involves theft, larceny, burglary, robbery, and possession of stolen property or any other fraudulent dealing within the past ten (10) years, said application is subject to denial upon a review consistent with the provisions of article 23-A of the New York Corrections Law.
- (d) Any Secondhand Dealer license holder that is convicted for crimes as described in section 4, subparagraph (c) above is subject to forfeiture and revocation of such license upon a review consistent with the provisions of article 23-A of the New York Corrections Law.
- (e) The OCSO may deny an application, and any Secondhand Dealer license holder may have their license revoked, for any of the following reasons:
  - (i) Fraud, misrepresentation or false statements in the application for license;
  - (ii) Fraud, misrepresentation or false statements made in the course of carrying on the licensed business;
  - (iii) Any violation of this Local Law;
  - (iv) conviction of a crime that involves theft, larceny, burglary, robbery, and possession of stolen property or any other fraudulent dealing within the past ten (10) years, subject to a review consistent with the provisions of article 23-A of the New York Corrections Law.
  - (v) Conducting the licensed business in an unlawful manner, or in such a manner as to constitute a breach of the peace or to

constitute a menace to the health, safety or general welfare of the public.

- (f) Upon a denial or revocation of a license, the application fee shall not be refunded. Any applicant refused a license, or any licensee whose license is revoked, may apply in writing within five (5) business days to the OCSO for a hearing before a hearing officer appointed by the Oneida County Sheriff. The hearing officer shall conduct a hearing and shall issue a written recommendation to the Sheriff within five (5) business days of the hearing. The Sheriff shall review the written decision of the hearing officer and inform the applicant or licensee in writing whether the initial decision of denial or revocation shall stand or shall be reversed.
- (g) Every person to whom a license has been granted pursuant to this Local Law, while exercising or utilizing his/her license, shall exhibit said license on request of any individual.
- (h) A license issued under this Local Law shall not be assignable. Any holder of such a license who permits it to be used by any other person, and any person who uses such license granted to any other person, shall be guilty of a violation of this Local Law and shall be subject to the penalties set forth herewithin.
- (i) No applicant to whom a license has been refused or who has had a license revoked shall make further application until a period of at least one (1) year shall have elapsed since the last previous revocation or rejection, unless the applicant can show that the reason for such revocation or rejection no longer exists.

#### **Section 5. Disposal, Re-sale, Alteration**

Until the seventh (7<sup>th</sup>) day next following its acquisition, no Secondhand Dealer shall; (a) sell, trade, transfer, remove from the local business premises or otherwise dispose of any item specified herein; (b) alter in any fashion any item specified herein, or (c) commingle any such item with similar items, but shall maintain all such items in a manner so as to be easily identified as to the transaction in which it was acquired.

#### **Section 6. Penalty**

A Secondhand Dealer who willfully fails to comply with the provisions of Section 3, 4, or 5 shall be guilty of a Class A misdemeanor and subject to a penalty as set forth in the applicable provisions of New York State Penal Law. Any business licensed as a Secondhand Dealer business that has a repeat conviction of this law by anybody working for such business, including the

applicant(s) themselves and any employees or associates will be grounds to revoke the license of the individual, association, corporation or business that is licensed as a Secondhand Dealer. In addition to the above-provided penalties, the OCSO may maintain an action or proceeding in a court of competent jurisdiction to compel compliance with the provisions of this Local Law or to restrain by injunction any offense against the provisions of this Local Law.

**Section 7. Severability**

If any provision, sentence or clause of the local law is held unconstitutional, illegal or invalid, such findings shall not affect or impair any the remaining provisions, sentences or clauses or their application to persons and circumstances.

**Section 8. Effective Date**

The local law shall become effective \_\_\_\_\_, 2012; pursuant to the provisions of the Municipal Home Rule.



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 798-5900 ♦ Home Phone: 337-9045*

March 9, 2012

FN 20

12 - 129

Board of Legislators  
800 Park Ave.  
Utica, NY 13501

## WAYS & MEANS

Honorable Members:

I am in receipt of a letter from County Executive Anthony Picente approving Local Law Introductory "A" of 2012, which amends the County Charter and Administrative Code to provide for a reduction in the number of Legislative Districts from 29 to 23. Pursuant to Municipal Home Rule Law, this Local Law is subject to mandatory referendum.

Therefore, I am forwarding for your consideration a resolution authorizing Local Law Introductory "A" of 2012 to be submitted to the Electorate at the November 6, 2012 General Election.

Thank you in Advance for your consideration.

Sincerely,

Gerald J. Fiorini



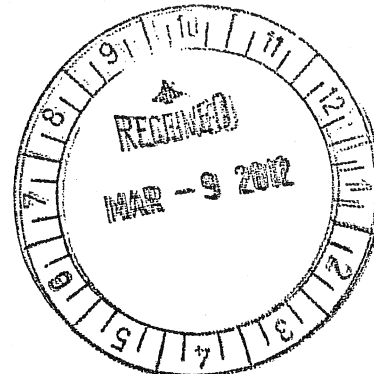
COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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



March 9, 2012

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

Dear Mr. Billard:

I am herewith signing Local Law "A" of 2012 that will amend the Oneida County Charter and the Oneida County Administrative code to provide for a reduction in the number of county legislative districts. This local law is subject to mandatory referendum.

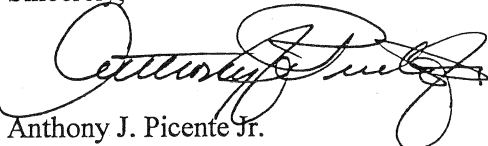
I take this action after extensive deliberation and a thorough review of all options put before me. While there will never be total agreement on this number, I'm sure that we can all agree this issue has gone on too long for this government and for the people we serve.

I have long stated that a reduction of ten districts was my favored option, just last year I vetoed a similar law that reduced the board by only four. I felt at that time that the citizens' charter review committee's recommendation had been unfairly rejected. Since that time there has been much discussion and discourse on this subject, and while discussion is good, the discourse is not.

Considering all aspects I have waited until the last day to take action on this law. I did so to give all who said there were votes out there for a ten seat reduction the time to make their case. Having received no such commitment, I believe that any further delay on this will only result in no reduction and further discourse. It is time to reduce the size of this government and address the serious concerns that our people deserve and demand.

I therefore sign this law as presented.

Sincerely,



Anthony J. Picente Jr.

Cc: Board of Legislators  
Mr. Gregory Amorosa County Attorney



# ONEIDA COUNTY BOARD OF LEGISLATORS

## RESOLUTION NO.

### INTRODUCED BY:

### 2ND BY:

**RE: RESOLUTION AUTHORIZING LOCAL LAW INTRODUCTORY "A" OF 2012 PROVIDING FOR A REDUCTION IN THE NUMBER OF COUNTY LEGISLATIVE DISTRICTS TO BE SUBMITTED TO THE ELECTORATE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2012**

WHEREAS, The Board of County Legislators has, on February 8, 2012, duly adopted Local Law Introductory "A" of 2012, which local law provides that same shall be subject to a mandatory referendum and for that purpose be submitted to the qualified electors of the County of Oneida at the General Election to be held on November 6, 2012, and

WHEREAS, The County Executive of Oneida County, pursuant to Section 21 of the Municipal Home Rule Law, has approved of Local Law Introductory "A" of 2012 after having duly conducted a public hearing on the adoption of such local law, and

WHEREAS, It is now necessary to adopt a resolution for the submission of the aforementioned Local Law to the Oneida County Board of Elections for placement on the ballot of the General Election to be held on November 6, 2012 and to fix the form of the proposition to appear on said ballot at such election, now, therefore, be it hereby

RESOLVED, By the Board of County Legislators of the County of Oneida as follows:

1. That Local Law Introductory "A" of 2012, passed by the Oneida County Board of Legislators on the 8<sup>th</sup> day of February, 2012 and approved by the Oneida County Executive on the 9<sup>th</sup> day of March, 2012, shall be submitted to a vote of the qualified electors of the County of Oneida at the General Election to be held on November 6, 2012.

2. That the following shall be the form of the proposition to appear of the ballot at such General Election:

*"Shall Local Law Introductory "A" of 2012, duly adopted by the Board of Legislators of the County of Oneida and approved by the County Executive, amending the Oneida County Charter and the Oneida County Administrative Code to provide for a reduction in the number of County Legislative Districts, from 29 districts to 23 districts, be approved?"*

3. That the Clerk of the Board of County Legislators is hereby authorized and directed to forthwith submit the form of said proposition to the Oneida County Board of Elections in the manner set forth in the Election Law and Municipal Home Rule Law.

4. That if the majority of votes cast on the aforesaid proposition at such General Election shall be in the affirmative, the Local Law Introductory "A" of 2012, as described and set forth in said proposition, shall be approved and shall become effective on the 1<sup>st</sup> day of January next succeeding the date on which it shall have become law.

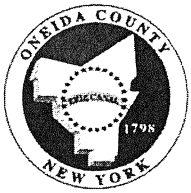
5. This Resolution shall take effect immediately.

APPROVED: Ways & Means Committee ( )

DATED:

Adopted by the following v.v. vote:

AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax (315) 798-5603

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**GREGORY J. AMOROSO**  
COUNTY ATTORNEY

March 7, 2012

FN 20 12-130

Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

**WAYS & MEANS**



**RE: Claim of Howard et al, v. Soldato, Commissioner**

Dear Mr. Picente:

I enclose herewith a letter from Attorney David A. Bagley, counsel to Oneida County in the above referenced claim, recommending that the County agree to pay \$18,500 in fees and expenses in connection with their monitoring compliance pursuant to the terms and conditions of the Stipulation and Order settling the litigation. As stated by Mr. Bagley, this amount will cover the activities of the plaintiffs' attorneys and their staff through January 23, 2012.

I agree with the recommendation made by Mr. Bagley. We would be happy to appear before you and the Board to answer any questions related to this settlement.

I ask that you forward this proposal to the Board of Legislators for their approval at their April 11, 2012 regular session.

Thank you.

Very truly yours,  
*Gregory J. Amoroso*

Gregory J. Amoroso  
County Attorney

Cc: David Bagley, Esq.  
Lucille Soldato  
John Herbowy, Esq.

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

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date: 3/8/12

KERNAN PROFESSIONAL GROUP, LLP

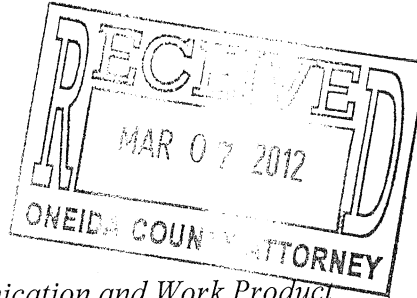
1310 Utica Street  
P.O. Box 750  
Oriskany, New York 13424  
Telephone: (315) 736-0810

David A. Bagley, Attorney  
Of Counsel

Also Admitted in Colorado,  
Oklahoma and Oregon

Via E-Mail and First Class Mail

*Privileged Attorney-Client Communication and Work Product*



Facsimile: 315-736-8731  
Email: dab@kernanllp.com  
Direct Line: 315-235-1415

March 6, 2012

Gregory J. Amoroso, Esq.  
County Attorney  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Re: Claim of Howard *et al.* v. Soldato, Commissioner  
Case Number 6:10-cv-1557, United States District Court, Northern District of New York

Dear Greg:

As I informed you via e-mail yesterday, we have agreed with plaintiffs' counsel to pay \$18,500 in fees and expenses in connection with their monitoring compliance on the part of the County's Department of Social Services with the terms and conditions of the Stipulation and Order settling the litigation. This amount covers the activities of plaintiffs' attorneys and their staff in reviewing case files and compiling related information through January 23.

The above amount was arrived at through negotiations in which the parties exchanged letters setting forth in some detail their respective positions on what should be compensable, and by inference the outcome if plaintiffs' attorneys were to apply to the court for an award of fees and costs. (I believe I have provided you copies of those letters, and can make the same available again if needed.)

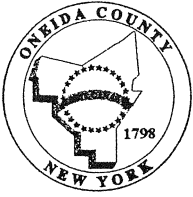
The \$18,500 thus reflects a reduction from the \$23,293.82 plaintiffs' attorneys demanded, and a greater one from the amount they would have sought in a fee application to the court. In my view, it represents the least the court would have awarded them at the present juncture in all reasonable likelihood. Accordingly, I commend it to your consideration and recommend it be submitted for approval of payment.

Thank you as always for your continuing cooperation and assistance in the matter. Should you have questions or require anything further, please advise.

Yours very truly,

David A. Bagley  
David A. Bagley *mma*

DAB/mma



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net



March 1, 2012

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

FN 20 1 + = 131

**WAYS & MEANS**

Honorable Members:

Pursuant to County Law Section 225-a and Article XX, Section 2004 of the Oneida County Charter, I submit to the Board of Legislators, for your approval, the appointment of the following Oneida County Legislators to serve on the Fire Advisory Board:

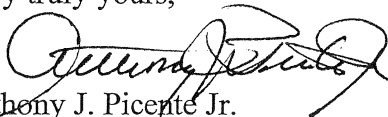
Les Porter	9692 Main St., Remsen, NY 13438
Brian D. Miller	9195 Red Hill Rd, New Hartford, NY 13413
Richard A. Flisnik	6669 Fox Rd., Marcy, NY 13403
Brian P. Mandryck	9245 Sly Hill Rd., Ava, NY 13303
Michael B. Waterman	6 Sixth St., Camden, NY 13316
Joseph M. Furgol	1122 Jefferson Ave., Utica, NY 13501
Peter A. Caruso	2 Parkway Circle, Utica, NY 13501

The term for each appointment shall be two years and shall expire on December 31, 2013.

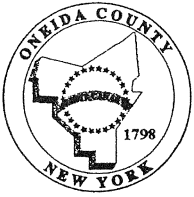
I respectfully request that you approve these appointments at your earliest convenience.

Thank you.

Very truly yours,

  
Anthony J. Picente Jr.  
Oneida County Executive

Cc: Kevin Revere



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

March 1, 2012

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

FN 20 12 - 132



Honorable Members:

**WAYS & MEANS**

I submit herewith for your approval the appointment of the following legislator to serve on the Forest Practice Board:

Norman Leach 1842 Littlefield Rd, Camden, NY 13316

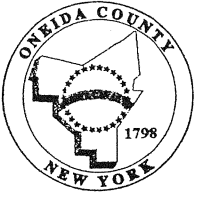
The term for this appointment shall be two years and shall expire on December 31, 2013.

I respectfully request that you approve of this appointment at your earliest convenience.

Thank you.

Very truly yours,

Anthony J. Picente Jr.  
Oneida County Executive



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**

County Executive  
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net



March 1, 2012

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

FN 20 12-133

**WAYS & MEANS**

Honorable Members:

Pursuant to the by-laws of the Cornell Cooperative Extension and Article XX, Section 2004 of the Oneida County Charter, I submit to the Board of Legislators for their approval the appointment of George Joseph to serve as the Board of Legislators' representative on the Board of Directors of the Cornell Cooperative Extension Association. As this appointment is made annually by the Board of Legislators, Mr. Joseph's term will expire on December 31, 2013.

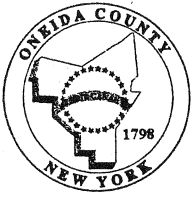
I am certain that Mr. Joseph's professional background and community standing will prove to be a valuable asset to the work of the Association.

I ask that you approve of this appointment at your earliest convenience. Thank you.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Hon. George Joseph



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

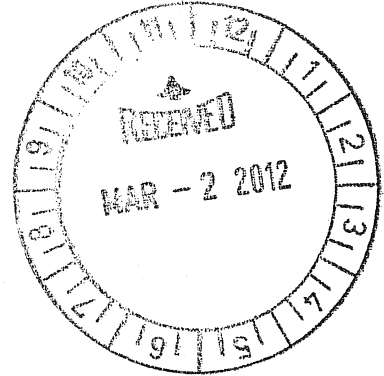
ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

March 1, 2012

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

FN 20

12-1341



**WAYS & MEANS**

Honorable Members:

I submit herewith for your approval the appointment of the following legislator to serve on the Alternatives to Incarceration Board:

Richard A. Flisnik 6669 Fox Rd., Marcy, NY 13403

The term for this appointment shall be two years and shall expire on December 31, 2013.

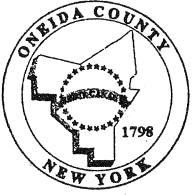
I respectfully request that you approve of this appointment at your earliest convenience.

Thank you.

Very truly yours,

Anthony J. Picente Jr.  
Oneida County Executive





COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

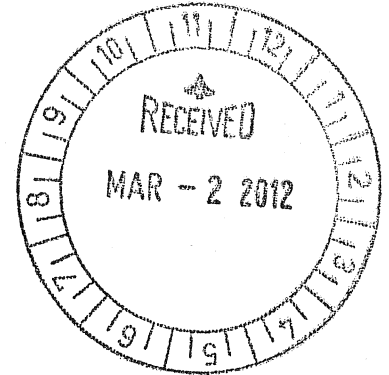
ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

February 17, 2012

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

EN 20 12 - 135

**WAYS & MEANS**



Honorable Members:

I submit herewith for your approval the appointment of the following legislator to serve on the Mohawk Valley Community Action Board of Directors:

Rose Ann Convertino 609 Blandina St., Utica, NY 13501

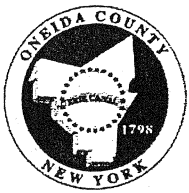
The term for this appointment shall be two years and shall expire on December 31, 2013.

I respectfully request that you approve of this appointment at your earliest convenience.

Thank you.

Very truly yours,

Anthony J. Picente Jr.  
Oneida County Executive



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

March 1, 2012

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



FN 20 12-136

Re: Meier Law extension

WAYS & MEANS

Dear Mr. Picente:

The Meier Law, as extended in 2010, is set to expire on June 30th. It is essential that the State Legislature extend the law so that the County may continue to be relieved from guaranteeing some local taxes on Oneida Indian Nation properties and that state aid to VVS be preserved.

In 2011, the Second Circuit reversed, in part, the District Court decision barring tax foreclosure. However, the injunction against foreclosure remains in effect; the final order vacating it will not be issued until the review we requested in the related reservation issue has been decided. Also, one OIN defense remains to be decided.

At our request, a bill extending the Meier Law has been introduced in the Senate and Assembly. Enclosed are the bill and a home rule message which the Board can enact in order to request passage of the bill. Please forward these to the Board so that they may enact the resolution at the April meeting. Thank you.

Very Truly Yours

[Handwritten signature of Harris J. Samuels]
Harris J. Samuels
Assistant County Attorney

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

[Handwritten signature of Anthony J. Picente, Jr.]
Anthony J. Picente, Jr.
County Executive

Date 3/2/12

## ONEIDA COUNTY BOARD OF LEGISLATORS

### RESOLUTION NO.

INTRODUCED BY:  
2ND BY:

**RE: HOME RULE REQUEST SUPPORTING SENATE BILL NO. S6415 AND ASSEMBLY BILL NO. A9242 TO AMEND THE STATE FINANCE LAW IN RELATION TO THE ONEIDA INDIAN NATION REAL PROPERTY TAX DEPOSITORY FUND**

**WHEREAS,** In 2005, the U.S. Supreme Court, in its City of Sherrill Decision, ruled that properties owned by the Oneida Indian Nation (OIN) would be subject to property taxes resulting in uncertainty as to when, or to what extent, such taxes would be paid, and

**WHEREAS,** The U.S. District Court further ruled that the County of Oneida would be barred from enforcing tax foreclosure procedures, and

**WHEREAS,** In an effort to protect the interests of the citizens of Oneida County, the State enacted Chapter 521 of the Laws of 2005 commonly known as the "Meier Law" which limits the effects of unpaid OIN taxes on the County's tax guarantees to localities, limits the effects of assessments on OIN lands to our sales tax distribution to localities, limits the effect of those assessments on the VVS pupil wealth ratio thereby preserving that Districts' State Aid, and creates a separate fund to fairly distribute such tax payments when they are eventually made, and

**WHEREAS,** Said Law is set to expire June 30, 2012 and the County's ability to foreclose its tax liens remains unsettled, thereby necessitating the extension of such law through June 30, 2014 unless taxes are paid sooner, now, therefore, be it hereby

**RESOLVED,** That the Oneida County Board of Legislators sends a Home Rule Request to Representatives in the NYS Senate and NYS Assembly urging the introduction and passage of Senate Bill No. S6415 and Assembly Bill No. A9242 to amend the State Finance Law in relation to the Oneida Indian Nation Real Property Tax Depository Fund and to extend such provisions through June 30, 2014, unless such taxes are paid sooner, and it is further

**RESOLVED,** That the Clerk of this Board is hereby authorized and directed to forward a certified copy of this Resolution and Home Rule Request on the appropriate form to Senators Joseph A. Griffo and David J. Valesky, Assemblywoman Claudia Tenney and Assemblymen Anthony J. Brindisi and William D. Magee and to the Home Rule Counsels for the New York State Senate and Assembly.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following roll call vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

## STATE OF NEW YORK

6415

## IN SENATE

February 6, 2012

Introduced by Sen. GRIFFO -- read twice and ordered printed, and when printed to be committed to the Committee on Finance

AN ACT to amend the state finance law, in relation to the Oneida Indian Nation real property tax depository fund and to amend chapter 521 of the laws of 2005, amending the state finance law relating to creating the Oneida Indian Nation real property tax depository fund, in relation to the effectiveness thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Section 99-n of the state finance law, as amended by chap-  
2 ter 144 of the laws of 2010, is amended to read as follows:  
3 §99-n. Oneida Indian Nation real property tax depository fund. There  
4 is hereby established in the sole custody of the comptroller a special  
5 fund to be known as the "Oneida Indian Nation real property tax deposi-  
6 tory fund". Such fund shall consist of real property tax payments on  
7 Oneida Indian Nation taxable property until such time as the Oneida  
8 county treasurer certifies to the state comptroller that no unpaid taxes  
9 remain due on the lands of the Oneida Indian Nation of New York which  
10 have been subjected to taxation, or until June thirtieth, two thousand  
11 [~~twelve~~] fourteen, whichever comes first. Upon such occurrence, the  
12 funds shall be released to the county treasurer, who shall distribute  
13 them to the affected municipal corporations in a manner that to the  
14 extent possible replicates the distribution of such taxes that would  
15 have occurred if the final resolution were in effect during such tax  
16 years, unless otherwise directed by court order.  
17 § 2. Section 2 of chapter 521 of the laws of 2005, amending the state  
18 finance law relating to creating the Oneida Indian Nation real property  
19 tax depository fund, as amended by chapter 144 of the laws of 2010, is  
20 amended to read as follows:  
21 § 2. Notwithstanding any provision of law, resolution, rule or regu-  
22 lation to the contrary, when determining real property tax rates, state  
23 equalization rates, state aid to education, school district pupil wealth  
24 ratio, school district actual valuation and local tax distribution with-  
25 in the county of Oneida, including the distribution of sales and compen-

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD14129-01-2

S. 6415

2

1 sating use taxes pursuant to sections 1262 and 1262-g of the tax law,  
2 and when determining the amount of unpaid real property taxes, omitted  
3 taxes and/or special ad valorem or special assessment district charges  
4 which must be guaranteed to any town, village, special district or  
5 school district therein, the assessed value of the real property owned  
6 by the Oneida Indian Nation or any affiliate of the Nation thereof after  
7 taxable status date 2004 for the 2004 assessment roll, and any property  
8 acquired by the Oneida Indian Nation after taxable status date 2005 for  
9 the 2005 assessment roll, shall be disregarded. Such school, town,  
10 village, and special ad valorem or special assessment district unpaid  
11 real property taxes, omitted taxes and/or special district charges not  
12 guaranteed by Oneida county will be exempt from county delinquent tax  
13 reserve calculations since they are not guaranteed to, but deferred at  
14 the local level, and due to the local jurisdiction from the tax deposi-  
15 tory fund held by the state comptroller, if collected. Such disregard  
16 shall continue until such time as the Oneida county treasurer certifies  
17 to the state comptroller that no unpaid taxes remain due on the lands of  
18 the Oneida Indian Nation of New York which have been subjected to taxa-  
19 tion, or until June 30, [~~2012~~] 2014, whichever comes first. Nothing  
20 contained in this act shall be construed as exempting the lands of the  
21 Oneida Indian Nation of New York from real property taxation or as  
22 relieving the Oneida Indian Nation of New York of its obligation to pay  
23 such taxes, provided however that such tax payments, upon collection by  
24 the collecting officer, shall be placed in the Oneida Indian Nation real  
25 property tax depository fund established pursuant to section 99-n of the  
26 state finance law pending final resolution of the uncertainty, and  
27 provided further that except as otherwise provided in this section,  
28 nothing contained in this section shall be construed as overriding the  
29 generally applicable provisions of law relating to the enforcement of  
30 the collection of real property taxes in the county of Oneida, including  
31 those relating to the imposition of interest and penalties, the prepara-  
32 tion of returns of unpaid taxes, the relevy of unpaid school district  
33 taxes, and the enforcement of the collection of unpaid taxes. Further-  
34 more, nothing contained in this section shall prohibit the Oneida county  
35 board of legislators from adopting an interim plan for the distribution  
36 of sales and compensating use tax proceeds, consistent with the  
37 provisions of this act, notwithstanding any provision of law, local  
38 resolution or agreement to the contrary.

39 § 3. Section 4 of chapter 521 of the laws of 2005, amending the state  
40 finance law relating to creating the Oneida Indian Nation real property  
41 tax depository fund, as amended by chapter 144 of the laws of 2010, is  
42 amended to read as follows:

43 § 4. This act shall take effect immediately and shall expire June 30,  
44 [~~2012~~] 2014 when upon such date the provisions of this act shall be  
45 deemed repealed.

46 § 4. This act shall take effect immediately provided, however, that  
47 the amendments to section 99-n of the state finance law, made by section  
48 one of this act and the amendment to section 2 of chapter 521 of the  
49 laws of 2005, amending the state finance law relating to creating the  
50 Oneida Indian Nation real property tax depository fund, made by section  
51 two of this act, shall not affect the repeal of such provisions and  
52 shall be deemed repealed therewith.

**A 9242** Brindisi Same as S 6415 GRIFFO  
State Finance Law  
TITLE....Extends until June 30, 2014 the provisions  
relating to the Oneida Indian Nation real property  
tax depository fund  
02/09/12 referred to ways and means

**S6415** GRIFFO Same as A 9242 Brindisi  
ON FILE: 02/08/12 State Finance Law  
TITLE....Extends until June 30, 2014 the  
provisions relating to the Oneida Indian Nation real  
property tax depository fund  
02/06/12 REFERRED TO FINANCE

---

STATE OF NEW YORK

9242

IN ASSEMBLY

February 9, 2012

Introduced by M. of A. BRINDISI -- read once and referred to the Committee on Ways and Means

AN ACT to amend the state finance law, in relation to the Oneida Indian Nation real property tax depository fund and to amend chapter 521 of the laws of 2005, amending the state finance law relating to creating the Oneida Indian Nation real property tax depository fund, in relation to the effectiveness thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 99-n of the state finance law, as amended by chapter 2 ter 144 of the laws of 2010, is amended to read as follows:

3 §99-n. Oneida Indian Nation real property tax depository fund. There 4 is hereby established in the sole custody of the comptroller a special 5 fund to be known as the "Oneida Indian Nation real property tax depository fund". Such fund shall consist of real property tax payments on 6 Oneida Indian Nation taxable property until such time as the Oneida 7 county treasurer certifies to the state comptroller that no unpaid taxes 8 remain due on the lands of the Oneida Indian Nation of New York which 9 have been subjected to taxation, or until June thirtieth, two thousand 10 [~~twelve~~] fourteen, whichever comes first. Upon such occurrence, the 11 funds shall be released to the county treasurer, who shall distribute 12 them to the affected municipal corporations in a manner that to the 13 extent possible replicates the distribution of such taxes that would 14 have occurred if the final resolution were in effect during such tax 15 years, unless otherwise directed by court order.

17 § 2. Section 2 of chapter 521 of the laws of 2005, amending the state 18 finance law relating to creating the Oneida Indian Nation real property 19 tax depository fund, as amended by chapter 144 of the laws of 2010, is 20 amended to read as follows:

21 § 2. Notwithstanding any provision of law, resolution, rule or regulation 22 to the contrary, when determining real property tax rates, state 23 equalization rates, state aid to education, school district pupil wealth 24 ratio, school district actual valuation and local tax distribution with- 25 in the county of Oneida, including the distribution of sales and compen-

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD14129-01-2

A. 9242

2

1 sating use taxes pursuant to sections 1262 and 1262-g of the tax law,  
2 and when determining the amount of unpaid real property taxes, omitted  
3 taxes and/or special ad valorem or special assessment district charges  
4 which must be guaranteed to any town, village, special district or  
5 school district therein, the assessed value of the real property owned  
6 by the Oneida Indian Nation or any affiliate of the Nation thereof after  
7 taxable status date 2004 for the 2004 assessment roll, and any property  
8 acquired by the Oneida Indian Nation after taxable status date 2005 for  
9 the 2005 assessment roll, shall be disregarded. Such school, town,  
10 village, and special ad valorem or special assessment district unpaid  
11 real property taxes, omitted taxes and/or special district charges not  
12 guaranteed by Oneida county will be exempt from county delinquent tax  
13 reserve calculations since they are not guaranteed to, but deferred at  
14 the local level, and due to the local jurisdiction from the tax deposi-  
15 tory fund held by the state comptroller, if collected. Such disregard  
16 shall continue until such time as the Oneida county treasurer certifies  
17 to the state comptroller that no unpaid taxes remain due on the lands of  
18 the Oneida Indian Nation of New York which have been subjected to taxa-  
19 tion, or until June 30, [~~2012~~] 2014, whichever comes first. Nothing  
20 contained in this act shall be construed as exempting the lands of the  
21 Oneida Indian Nation of New York from real property taxation or as  
22 relieving the Oneida Indian Nation of New York of its obligation to pay  
23 such taxes, provided however that such tax payments, upon collection by  
24 the collecting officer, shall be placed in the Oneida Indian Nation real  
25 property tax depository fund established pursuant to section 99-n of the  
26 state finance law pending final resolution of the uncertainty, and  
27 provided further that except as otherwise provided in this section,  
28 nothing contained in this section shall be construed as overriding the  
29 generally applicable provisions of law relating to the enforcement of  
30 the collection of real property taxes in the county of Oneida, including  
31 those relating to the imposition of interest and penalties, the prepara-  
32 tion of returns of unpaid taxes, the relevy of unpaid school district  
33 taxes, and the enforcement of the collection of unpaid taxes. Further-  
34 more, nothing contained in this section shall prohibit the Oneida county  
35 board of legislators from adopting an interim plan for the distribution  
36 of sales and compensating use tax proceeds, consistent with the  
37 provisions of this act, notwithstanding any provision of law, local  
38 resolution or agreement to the contrary.

39 § 3. Section 4 of chapter 521 of the laws of 2005, amending the state  
40 finance law relating to creating the Oneida Indian Nation real property  
41 tax depository fund, as amended by chapter 144 of the laws of 2010, is  
42 amended to read as follows:

43 § 4. This act shall take effect immediately and shall expire June 30,  
44 [~~2012~~] 2014 when upon such date the provisions of this act shall be  
45 deemed repealed.

46 § 4. This act shall take effect immediately provided, however, that  
47 the amendments to section 99-n of the state finance law, made by section  
48 one of this act and the amendment to section 2 of chapter 521 of the  
49 laws of 2005, amending the state finance law relating to creating the  
50 Oneida Indian Nation real property tax depository fund, made by section  
51 two of this act, shall not affect the repeal of such provisions and  
52 shall be deemed repealed therewith.



NEW YORK STATE ASSEMBLY  
MEMORANDUM IN SUPPORT OF LEGISLATION  
submitted in accordance with Assembly Rule III, Sec 1(f)

BILL NUMBER: A9242

SPONSOR: Brindisi

TITLE OF BILL: An act to amend the state finance law, in relation to the Oneida Indian Nation real property tax depository fund and to amend chapter 521 of the laws of 2005, amending the state finance law relating to creating the Oneida Indian Nation real property tax depository fund, in relation to the effectiveness thereof

PURPOSE: This bill extends the provisions of Chapter 521 of 2005 which created the Oneida Indian Nation real property tax depository fund consisting of real property tax payments on Oneida Indian Nation taxable property.

SUMMARY OF PROVISIONS: Amends the state finance law to extend the provisions relating to the Oneida Indian Nation real property tax depository fund until June 30, 2014.

JUSTIFICATION: On March 29, 2005, the United States Supreme Court issued a decision in City of Sherrill vs. The Oneida Indian Nation of New York finding that most lands owned by the Oneida Indian Nation of New York are taxable parcels under applicable state law and that as such, the Oneida Indian Nation is responsible for payment of property taxes on such lands. Because there remains some uncertainty as to when and to what extent the taxes will be paid, the county of Oneida, as guarantor of unpaid property taxes to its municipalities, must be protected until all uncertainties are resolved. The tax depository fund provides that protection to the county as well as providing that all municipalities in the county are fairly compensated from any additional taxes collected from the Oneida Indian Nation once all issues are dealt with and the taxes are paid.

LEGISLATIVE HISTORY: New.

FISCAL IMPLICATIONS: None.

LOCAL FISCAL IMPLICATIONS: None.

EFFECTIVE DATE: Immediate and shall expire June 30, 2014 when upon such date the provisions of this act shall be deemed repealed.

# Griffiss International Airport

592 Hangar Road, Suite 200  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568



ANTHONY J. PICENTE, JR.  
County Executive

Michael C. Lawrence, Jr.  
Acting Commissioner of Aviation

February 13, 2012

FN 20 12 - 137

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

AIRPORT  
**WAYS & MEANS**



Re: C&S Engineers - Design Services for Nose Dock Hangar Rehabilitation  
Griffiss Nose Dock Hangar Rehab (NYSDOT Grant), Capt. Acct. H-463

Dear County Executive Picente,

The State of New York announced late in 2011 that economic development funding would be made available through their Consolidated Funding Application (CFA) process. The Department of Aviation subsequently submitted for consideration a Nose Dock Hangar Rehabilitation Project (CFA #6230). 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. The total project funding is \$3,000,000 funded 90% by State reimbursement (\$2,700,000) and 10% by Oneida County (\$300,000). The County Board of Legislators approved the establishment of Capital Project H-463, Griffiss Nose Dock Hangar Rehab, at their meeting on February 8, 2012 (Res. No. 49).

Once the State has issued their grants it is expected that the selected projects will proceed without delay. We therefore have attached for your consideration and approval a professional services agreement with C&S Engineers, Inc., to provide the necessary professional design services for the upgrade and improvements to the Nose Dock Hangar office space, HVAC, electrical, communication, plumbing, and fire protection systems. The fee for the design services phase is \$149,143.00.

C&S Engineers, Inc., provided the initial grant application assistance and also provided the professional services necessary for the previous nose dock hangars 782 and 783 rehabilitations. The Oneida County Board of Legislators (F.N. 2009-415, Res. No. 348) has designated C&S Companies as an approved Airport Consultant. The Board of Acquisition and Contracts has accepted C&S's proposal on February 8, 2012.

Please consider acceptance of this agreement with C&S Engineers for professional design services at a fee of \$149,143.00 *conditional upon the State's issuance of an official Grant* and if acceptable, forward to the Oneida County Board of Legislators for their consideration and approval. Charge Capital Account H-463. Thank you.

Sincerely,

Michael C. Lawrence, Jr.  
Acting Commissioner

wfa/Attach.  
cc: W.Applebee

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

Anthony J. Picente, Jr.  
County Executive

Date

2/17/12

Oneida County Department: Aviation

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP X

## Oneida County - Contract Summary

**Name of Proposing Organization:** C&S Engineers, Inc.  
**Title of Activity or Service:** Agreement for Professional Design Services  
**Client Population/No. to be Served:** N/A

### Summary Statements:

#### 1) Narrative Description of Proposed Services:

Professional design services for the "Nose Dock Hangar Rehabilitation – Design". Contract is conditional upon the County receiving funding (90% State - 10% County) from the NYSDOT Renew & Rebuild New York Bond Program.

#### 2) Program/Service Objectives and Outcomes:

Design services for the Nose Dock Hangar Rehabilitation. Project includes the upgrade and improvements to hangar and office space, HVAC, electrical, communication, plumbing, and fire protection systems.

#### 3) Program Design and Staffing Level: N/A

**Total Funding Requested:** \$149,143.00

**Oneida County Department Funding Recommendation:** \$149,143.00 **Account #** H-463

<b>Proposed Funding Source:</b>	<b>Federal</b> \$0	<b>State</b> \$134,228.70 (90%)	<b>County</b> \$14,914.30 (10%)
---------------------------------	--------------------	------------------------------------	------------------------------------

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

### Oneida County Department Staff Comments:

C&S Engineers is an FAA / County approved Airport Consultant selected by a competitive RFP process. Contract approved by Bd. of Acquisition and Contracts on February 8, 2012.

**COPY**

**LUMP SUM CONSULTANT AGREEMENT**

**FOR**

**PROFESSIONAL DESIGN SERVICES**

**FOR**

**NOSE DOCK HANGAR REHABILITATION PROJECT**

**AT**

**GRIFFISS AIRFIELD**

**ONEIDA COUNTY, NEW YORK**

**CONSULTANT AGREEMENT**  
**FOR**  
**PROFESSIONAL DESIGN SERVICES**

**PROJECT: NOSE DOCK HANGAR REHABILITATION PROJECT  
GRIFFISS AIRFIELD, ONEIDA, COUNTY, NEW YORK**

This Agreement, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, is by and between, the County of Oneida, New York, a municipal corporation Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:** That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

**ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED**

The SPONSOR hereby retains the employ of CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project referenced above, as more particularly described in Schedule "A-1", which are attached hereto and made a part hereof (the "Basic Services").

The SPONSOR'S resolution or other authorization for retaining the CONSULTANT to perform the Basic Services is attached hereto and made a part hereof as Schedule "E".

**Article 2—Provision For Payment – Time For Performance**

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services as described in the attached schedules B-1 which covers salaries of employees assigned to the Project, all indirect costs, all direct expenses, and profit. The maximum total costs of \$149,143.00 as set forth on Schedule "B" for the corresponding Basic Services set forth in Schedule "A" cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement.

**Lump Sum Method of Payment:**

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT'S Basic Services will be based upon the CONSULTANT'S estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five

resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

#### ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules H and I, which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the "NYSDOL") to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

#### ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules "H" and "I" hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules "H" and "I" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR'S legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

#### ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish

the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied

## ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule "A" ("Additional Services"). The scope, time for performance, and payment from the SPONSOR to the CONSULTANT for any Additional Services (which shall be on the basis set forth in Schedule B) shall be set forth in such Supplemental Agreement.

## ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. ABANDONMENT OR AMENDMENT OF THE PROJECT—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the Sponsor abandons the Project, then the provisions of Paragraph B (1) (b) below shall govern payment to the CONSULTANT.

### B. TERMINATION

The obligation to provide further services under this Agreement may be terminated:

#### 1. For Cause:

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT'S responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT'S services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT'S control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. For convenience by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

### C. PAYMENTS UPON TERMINATION

#### 1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR

Upon the SPONSOR'S resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in the applicable Schedule "B" because of the passage of time.

#### ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

#### ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR'S sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

#### ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

#### ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall 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 SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

#### ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS



provisions, and such agreements shall be subject to review by the NYSDOT.

**ARTICLE 23—FORCE MAJEURE**

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God, expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard, flood, fire; labor unrest; war, riot or any causes the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

**ARTICLE 24 — DISPUTE RESOLUTION**

- A. SPONSOR and CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to Section 24A, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above- written, subject to the approval of the Commissioner of the NYSDOT and the State Comptroller.

**SPONSOR**  
**ONEIDA COUNTY**

**CONSULTANT**  
**C&S ENGINEERS, INC.**

By: \_\_\_\_\_  
Anthony J. Picente

By: \_\_\_\_\_  
Jeffrey D. Palin, P.E.

Title: County Executive

Title: Manager, Facilities Services Group

Date: \_\_\_\_\_

Date: 2/3/12

- Rehabilitate toilet rooms
  - Repair Hangar floor and epoxy coat
  - Egress doors to be removed and replaced
  - Renovation of office areas
  - Paint interior
  - Roof replacement
  - Rehabilitate hangar doors and add power drive
  - Paint exterior
7. Preliminary design of HVAC system. Specific items include the following:
- Remove existing air handler units, hot water heaters, and all piping.
  - Provide new radiant gas heating system – through wall
  - Installation of exhaust fans
  - Installation of carbon monoxide detector
  - Installation of local exhaust system (bathrooms)
8. Preliminary design of plumbing system. Specific items include the following (shall be designed for seasonal shutdown):
- Remove all above slab water piping
  - Install new plumbing fixtures and Cu water service
  - Install meter and backflow preventer
  - Remove above slab sanitary piping
  - Provide new compressor and associated piping, quick connect, couplings
9. Preliminary design of electrical and lighting system upgrades. Specific items include the following:
- Remove existing electrical distribution center and replace with new service entrance rated distribution panelboard.
  - Re-feed existing locations from proposed panelboards.
  - Provide 120/208V primary, 480/277V secondary transformers.
  - Provide power and control for all proposed HVAC, Plumbing, Fire Protection, and Architectural loads.
  - Provide weather proof GFCI outlets.
  - Provide electric for hangar door.
  - Remove existing hangar lights and replace with high output T5 fluorescent fixtures.
  - Provide automatic lighting controls and dual level switching.
  - Install T5 HO fixtures with acrylic lenses in offices, and bathrooms.
  - Install full-cutoff metal halide wall packs on building exterior (photocell controlled).
  - Provide exit and emergency lighting.
  - Replace existing telephone/data wiring with CAT E6 wiring and jacks.
  - All wiring to be terminated at existing punch-down block location.
10. Preliminary design of Fire Alarm and fire Suppression Systems: Specific items to be included as follows: (Seasonal use)
- Hangar to be protected by sprinkler system
  - Installation of multiple wet standpipes
  - All other non-hangar related areas to be protected with a wet pipe automatic sprinkler system per NFPA 13.

## BID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the COUNTY publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the COUNTY during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist COUNTY in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct pre-bid conference(s) as requested by COUNTY and advise COUNTY on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the COUNTY'S approval.
5. Attend bid opening. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon COUNTY'S request or if the contractor has no past working relationship with CONSULTANT and COUNTY.
6. Prepare a final bid tabulation, recommendation / rejection of award to the COUNTY, and a sample award letter.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates; review contractor's submission with COUNTY and coordinate COUNTY'S execution of the contract.
8. Coordinate Notice to Proceed (NTP) for construction.

END OF SCHEDULE A-1

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	2 TRIPS @	100 MILES/TRIP @	\$0.445 =	\$89.00
B.	TRAVEL, BY AIR:	0 TRIPS @	0 PERSONS @	\$0.00 =	\$0.00
C.	PER DIEM:	0 DAYS @	0 PERSONS @	\$91.00 =	\$0.00
D.	MISCELLANEOUS:			=	<u>\$100.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$189.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$18,838.00
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$28.00</u>

TOTAL FIXED FEE: \$18,866.00

VI. SUBCONTRACTS:

A. ESTIMATE OF HAZARDOUS MATERIAL SURVEY: \$4,500.00

B. ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:

1	MOBILIZATION/DEMobilIZATION:	LUMP SUM	=	\$0.00
2	PAVEMENT CORES:	0 EACH @	=	\$0.00
3	CONTINUOUS SAMPLING:	0 L.F. @	=	\$0.00
4	OBSERVATION WELL:	0 L.F. @	=	\$0.00
5	TEST PITS:	0 EACH @	=	\$0.00
6	FIELD CBR:	0 EACH @	=	\$0.00
7	FIELD DENSITY TESTS:	0 EACH @	=	\$0.00
8	MECHANICAL ANALYSIS:	0 EACH @	=	\$0.00
9	LABORATORY PROCTORS:	0 EACH @	=	\$0.00
10	LABORATORY CBR, 1 PT.:	0 EACH @	=	\$0.00
11	LABORATORY CBR, 3 PT.:	0 EACH @	=	\$0.00
12	ATTERBERG LIMITS:	0 EACH @	=	\$0.00
13	NATURAL MOISTURE CONTENT:	0 EACH @	=	\$0.00
14	HYDROMETER ANALYSIS:	0 EACH @	=	\$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: \$0.00

VII. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: \$149,143.00

## SCHEDULE D

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

*(Sponsor)*

Griffiss International

*(Project Number)*

Nose Dock Hangar Rehabilitation Project

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SCHEDULE E**

**(RESOLUTION TO BE INSERTED)**

**SCHEDULE H  
AIRPORT AID PROGRAM**

**Contractor Contractual Requirements**

**Civil Rights Act of 1964, Title VI – 49 CFR Part 21**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a programs set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanction as it or the FAA may determine to be appropriate, including but not limited to --
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**Disadvantaged Business Enterprise (DBE) Assurances  
49 CFR Part 26**

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement.
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **Termination of Contract 49 CFR Part 18.36(i)(2)**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **Breach of Contract Terms 49 CFR Part 18.36**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.



## SCHEDULE I

### NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

#### A. Standard Clauses For All New York State Contracts (Appendix A).

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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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 \$5,000 (\$20,000 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, 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.
4. **Worker's 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.** In accordance with 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, age, disability, 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.
7. **Non-Collusive Bidding Requirement.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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.

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:

(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, 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; 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 XI-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 be registered or certified mail, return receipt request. 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.

END OF SCHEDULE



*Boehlert Center*  
at UNION STATION

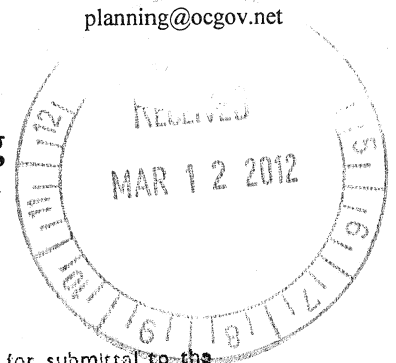
(315) 798-5710

FAX (315) 798-5852

planning@ocgov.net

## Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501



March 9, 2012

FN 20 12-138

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

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 3/15/12

**WAYS & MEANS**

Re: NYS Hurricane Irene – Tropical Storm Lee Flood Mitigation Grant Program Application

Dear County Executive Picente:

New York State Legislation S.50002/A.4002 creates an Empire State Development (ESD) administered grant program, developed in consultation with the New York State Department of Environmental Conservation (NYSDEC), to provide grants to counties for flood mitigation or flood control projects in those creeks, streams and brooks impacted by Hurricane Irene and/or Tropical Storm Lee. Oneida County is one of the 37 counties eligible to apply for this funding. Individual county funding requests must be not less than \$300,000 or more than \$500,000 and can include multiple projects and be submitted on behalf of one or more municipalities within the county.

Oneida County has received a request from the Sauquoit Creek Basin Intermunicipal Commission (the Commission) to submit an application to New York State for funding under the Flood Mitigation Grant Program. Since its creation in 2004 as a legal entity under Article 5-G of the General Municipal Law, the Commission has worked diligently to better manage the Sauquoit Creek watershed within the seven current member municipalities (Towns of Whitestown, New Hartford and Paris, Villages of Whitesboro, Yorkville, New York Mills and New Hartford). The Commission has developed a prioritized list of potential projects throughout the Basin for submittal under the Flood Mitigation Grant Program.

Since the Flood Mitigation Grant Program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the grant, the Commission will administer the program on behalf of Oneida County.

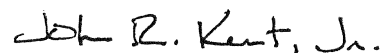
Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the Hurricane Irene – Tropical Storm Lee Flood Mitigation Grant Program for an amount not to exceed \$500,000. Included in this

resolution is the authorization to conduct any public hearings on the Flood Mitigation Grant Program application, as required, and, if awarded the grant, authorization to enter into an agreement with the Sauquoit Creek Basin Intermunicipal Commission to administer the program.

Since the deadline for applications to the Hurricane Irene – Tropical Storm Irene Flood Mitigation Grant Program is April 11, 2012, it is essential that the Board of Legislators take action on this matter at their April 11<sup>th</sup>, 2012 meeting.

Should you have any questions regarding this matter please contact me.

Sincerely,

A handwritten signature in black ink that reads "John R. Kent, Jr." in a cursive style.

John R. Kent, Jr.  
Commissioner of Planning



# Sauquoit Creek Basin Intermunicipal Commission

c/o Herkimer-Oneida Counties Comprehensive Planning Program  
The Boehlert Center at Union Station  
321 Main Street ■ Utica, NY ■ 13501

Phone: (315) 798-5710  
Fax: (315) 798-5852  
planning@ocgov.net

February 22, 2012

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

RE: NYS Hurricane Irene-Tropical Storm Lee Flood Mitigation Grant Program Application

Dear County Executive Picente:

The Sauquoit Creek Basin Intermunicipal Commission passed a resolution at their February 21, 2012 meeting requesting Oneida County submit an application on their behalf for funding from the NYS Hurricane Irene-Tropical Storm Lee Flood Mitigation Grant Program. The Commission is requesting the grant submission be for the maximum \$500,000 so the Commission can continue restoration from damages incurred by last summer's storms on the Sauquoit Creek.

The Commission will administer the program on behalf of Oneida County at no cost to the County.

Sincerely,

Dave Glenn  
Chairperson

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NYS HURRICANE IRENE – TROPICAL STORM LEE FLOOD MITIGATION GRANT PROGRAM FOR GRANTS TOTALING UP TO \$500,000

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 NYS Hurricane Irene – Tropical Storm Lee Flood Mitigation Grant Program for direct grants totaling up to \$500,000, and

WHEREAS, the NYS Hurricane Irene – Tropical Storm Lee Flood Mitigation Grant Program funds will provide funding assistance to address a number eligible of flood mitigation projects located in the Sauquoit Creek Basin as submitted and prioritized by the Sauquoit Creek Basin Intermunicipal Commission, and

WHEREAS, should the grant application be approved, the Sauquoit Creek Basin Intermunicipal Commission will be responsible for the implementation and administration of the grant on behalf of Oneida County, 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 agreement with the Sauquoit Creek Basin Intermunicipal Commission for the implementation and administration of the grant.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:

AYES\_\_\_NAYS\_\_\_

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

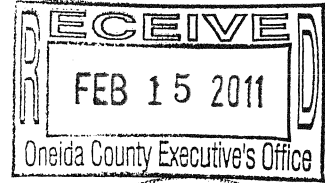
ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

FN 20 12-139

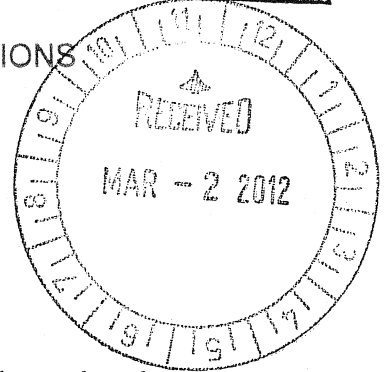


February 6, 2012

GOVERNMENT OPERATIONS

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, N.Y. 13501

WAYS & MEANS



Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

NUMBER

AMOUNT

4

REFUNDS

\$ 524.19

16

CORRECTIONS

\$ 6,018.14

Sincerely,

Anthony Carvelli  
Commissioner of Finance

AC:kp  
Enclosure

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

Anthony J. Picente, Jr.  
County Executive

Date 2/17/12

		ERRONEOUS ASSESSMENTS											
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"				
Utica	2010	Vita M. Centola Irrevocable Trust	1600 319.061-3-42 PP			\$ 203.35	\$ 157.11	\$ 46.24	\$ -				
Utica	2011	Vita M. Centola Irrevocable Trust	1600 319.061-3-42 PP			\$ 201.45	\$ 155.65	\$ 45.80	\$ -				
Vernon	2010	Mary Mero	6089 309.020-1-31 NT			\$ 584.35	\$ 104.57	\$ 479.78	\$ -				
Vernon	2011	Mary Mero	6089 309.020-1-31 NT			\$ 591.08	\$ 106.86	\$ 484.22	\$ -				
Rome	2011	New York State	1389 252.000-1-10 LG	\$ 51.07	\$ 51.07			\$ -	\$ -				
Utica	2012	Vita M. Centola Irrevocable Trust	1600 319.061-3-42 PP	\$ 215.50	\$ 166.50			\$ 49.00	\$ -				
Camden	2012	NYS ARC Oneida-Lewis Chapter	1600 329.016-7-8 UE	\$ 47.89	\$ 47.89			\$ -	\$ -				
New Hartford	2012	Richard N. Meagher	3001 147.005-1-24.4 QJ	\$ 25.58	\$ 25.58			\$ -	\$ -				
Kirkland	2012	Applewood Community	4889 315.000-4-7 QZ	\$ 127,808.07	\$ 743.93			\$ 127,064.14	\$ -				
Kirkland	2012	Helen Fris	4089 327.002-1-3.2 OP	\$ 1,673.12	\$ 730.61			\$ 942.51	\$ -				
Kirkland	2012	James L. & Beth B. Davis	4089 327.003-1-64 SG	\$ 4,062.37	\$ 834.35			\$ 3,228.02	\$ -				
Kirkland	2012	Kerry C. & Michelle E. Thieme	4089 346.000-1-5 NS	\$ 1,765.79	\$ 665.80			\$ 1,099.99	\$ -				
Vernon	2012	Mary Mero	6089 309.020-1-31 NT	\$ 1,170.05	\$ 226.21			\$ 943.84	\$ -				
Vienna	2012	Edward Stanhope	6401 252.007-2-16 PC	\$ 2,502.98	\$ 208.02			\$ 2,294.96	\$ -				
Vienna	2012	Christmas & Associates	6489 179.000-1-12.5 SS	\$ 35.12	\$ 35.12			\$ -	\$ -				
Vienna	2012	April Staring	6489 236.000-1-11.2 NL	\$ 2,835.33	\$ 819.65			\$ 2,015.68	\$ -				
Westmoreland	2012	Michael A. Curriere	6800 287.000-2-9 QK	\$ 1,132.95	\$ 452.86			\$ 680.09	\$ -				
Whitestown	2012	Patricia L. Jones	7003 305.015-3-9 QL	\$ 584.48	\$ 584.48			\$ -	\$ -				
Whitestown	2012	Cathy Y. & Ronald Bostic	7089 291.016-3-50 RV	\$ 1,052.77	\$ 288.92			\$ 763.85	\$ -				
Whitestown	2012	Thomas & Steven Szabla (Josephine Szabla)	7089 305.013-3-55 SZ	\$ 789.67	\$ 137.15			\$ 652.52	\$ -				
			TOTAL:	\$ 6,018.14	\$ 6,018.14		\$ 524.19						





## ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3<sup>rd</sup> Floor  
Utica, New York 13501  
Fax: (315) 798-6412

Anthony J. Picente Jr.  
County Executive

CAROLANN N. CARDONE  
Democratic Commissioner  
(315) 798-5761

PAMELA N. MANDRYCK  
Republican Commissioner  
(315) 798-5763

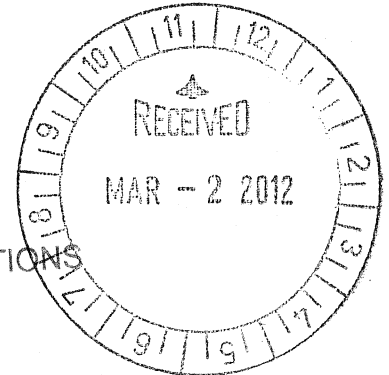
February 7, 2012

The Honorable Anthony J. Picente  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

FN 20 12-140

GOVERNMENT OPERATIONS

**WAYS & MEANS**



Dear County Executive Picente:

We are enclosing four (4) copies – one (1) original and three (3) duplicates - of contracts between Oneida County and New York State for the Voting Access for Individuals with Disabilities (VOTE) program. These funds will be used to verify the accessibility of poll sites and the election process by individuals with a full range of disabilities. Training of staff and poll workers to promote this access as well as education of the public regarding accessibility are additional purposes of this grant.

Please note that all copies of the contract must be executed and notarized with the Notary Public acknowledgement form being attached. Your completion of this action in a timely manner ensures our ability to expend the \$7,588 of this funding over the term of this contract which runs from January 1, 2012 and terminates on September 30, 2016. Further, we understand that the availability of these Federal funds ceases on December 31, 2012 unless re-appropriated by the New York State Legislature.

We thank you in advance for your attention to this matter. Please feel free to contact us should you have questions.

Sincerely,

Carolann N. Cardone  
Democratic Commissioner of Elections

Pamela N. Mandryck  
Republican Commissioner of Elections

**Oneida County Department:** Board of Elections

**ONEIDA COUNTY BOARD OF LEGISLATORS**  
**CONTRACT SUMMARY**

**Name of Proposing Organization:** State of New York

**Title of Activity or Services:** County Funds Contract: HHS 2011 Voting Access for Individuals with Disabilities (VOTE) Polling Place Access Improvement

**Proposed Dates of Operations:** January 1, 2012 – September 30, 2016.

**Client Population/Number to be Served:** N/A

**SUMMARY STATEMENTS**

1. **Narrative Description of Proposed Services:** The New York State Board of Elections has sub-allocated 2011 VOTE grant funds provided to New York State.
  
2. **Program/Service Objectives and Outcomes:** To verify that all Oneida County polling places are accessible, including path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with a full range of disabilities.
  
3. **Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$7,588.00

**Oneida County Department Funding Recommendation:** N/A

**Proposed Funding Source (Federal \$/ State \$/ County \$):** Federal funds, administered by State \$7,588.00

**Cost Per Client Served:** N/A

**Past Performance Served:** N/A

**Oneida County Department Staff Comments:** This funding has been provided by New York State to assist Oneida County in providing individuals with disabilities the same opportunity for access and participation in all elections.



James A. Walsh  
Co-Chair

Gregory P. Peterson  
Commissioner

Todd D. Valentine  
Co-Executive Director

40 STEUBEN STREET  
ALBANY, N.Y. 12207-2108  
Phone: 518/474-1953  
www.elections.ny.gov

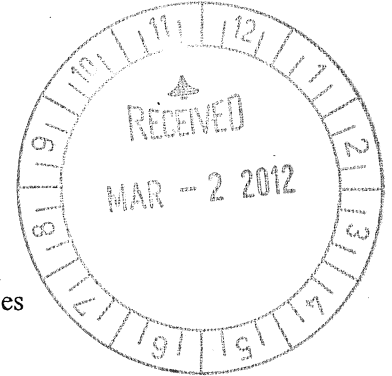
Douglas A. Kellner  
Co-Chair

Evelyn J. Aquila  
Commissioner

Robert A. Brehm  
Co-Executive Director

February 1, 2012

Carolann Cardone  
Pamela Mandryck  
Oneida County Board of Elections  
321 Main Street - 3rd Floor  
Utica, NY 13501



Re: County HAVA Funds Contract: HHS 2011 Voting Access for Individuals with Disabilities  
Polling Place Access Improvement - Grant Amount: \$7,588.00  
Contract Number: T003286

Dear Commissioners:

Congress has appropriated funds for the Voting Access for Individuals with Disabilities (VOTE) grant program for use by States. Further, on June 13, 2011, the State Board proportionally sub allocated the 2011 VOTE grant funds received for use by the county boards of elections.

In order to access the proportional allocation for your board of elections, enclosed please find the proposed contract (*an Original and three Duplicate Originals*) in connection with the FY 2011-2012 State appropriations to provide financial assistance to the Oneida County Board of Elections. Please review the contract for accuracy.

Please execute **ALL necessary copies** of these contracts. **Please note that the signature of the person(s) executing the contracts on behalf of your county must be NOTARIZED.** The form for acknowledgement by a Notary Public is attached to each contract. Please be sure the signatures are on the contract signature page and **not the Appendix X.** If your grant award is over \$50,000 you **must** complete the Appendix B Workplan/ Budget.

Return all copies of the contracts to: Patrick Campion & Gregory Fiozzo; NYS Board of Elections, 40 Steuben Street, Albany, NY 12207-2108.

You will receive a copy of the contract for your records when the contract has been signed and approved by the Attorney General and the State Comptroller, if necessary. We will send the record copies to you, together with a letter of instructions for filing vouchers to obtain payments.

Thank you for your prompt attention to this matter.

Very truly yours,

Patrick Campion  
County Funds Coordinator

Gregory Fiozzo  
County Funds Coordinator

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picone, Jr.  
County Executive

Date 2-27-12

Enclosures: As Stated

Agency Code: 01540  
County Funds Contract.

Contract Number: T003286

**HHS-2011-ACF-ADD-VOTE-0019**

Catalog of Federal Domestic Assistance (CFDA) Number: 93.617

Voting Access for Individuals with Disabilities – Polling Place Access Improvement

Federal I.D. 15-6000460

# Contract

between

**Oneida County Board of Elections**

and

**THE NEW YORK STATE BOARD OF ELECTIONS**

Date: March 1, 2012

# Contract

This Contract is made by and between the State of New York, acting by and through the New York State (NYS) Board of Elections with its principal offices at 40 Steuben Street, Albany, New York 12207 (hereinafter referred to as the "State"); and Oneida County Board of Elections (hereinafter referred to as the "Grantee"), with principal offices at 321 Main Street - 3rd Floor, Utica, NY 13501. The foregoing are collectively referred to as the "Parties."

## Witnesseth

Whereas, the New York State Board of Elections has allocated federal Voting Access for Individuals with Disabilities (VOTE) grant funds provided to New York State to improve access to polling places in the amount of 7,588.00 to Grantee as part of the New York State Budget for FY 2011-2012, and

Whereas, the Grantee desires to use the 7,588.00 appropriation for the purposes set forth below, and

Now, therefore, in consideration of the mutual covenants and Warrants herein set forth, the parties agree as follows:

1. The Grantee shall use the appropriation as summarized in the Workplan/Budget (Appendix B) to establish, expand and improve access to and participation by individuals with a full range of disabilities in the election process (hereinafter referred to as "Grant Purpose") by:
  - a. Unless the Oneida County Board of Elections submits an assurance that all polling places are accessible, making polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with a full range of disabilities;
  - b. Providing the same opportunity for access and participation, including privacy and independence, to individuals with the full range of disabilities;
  - c. Training election officials and poll workers on how best to promote the access and participation of individuals with the full range of disabilities in elections for Federal office;
  - d. Providing individuals with the full range of disabilities with information about the accessibility of polling places.

Any modifications to the Workplan/ Budget which result in a change of greater than 10% to any budget category must be submitted to the State agency and OSC for approval as appropriate.

2. In the performance of this contract, the Grantee, its agents and employees shall obtain all approvals, licenses, and permits that may be required to ensure that the work, programs and services performed or provided by the Grantee comply with applicable federal, State and local laws.

3. The State of New York shall provide financial assistance to the Grantee in accordance with the terms of the appropriation made by the Legislature for the Grant Purpose. The responsibilities and obligations of the State of New York shall, however, be limited to the sum of 7,588.00. The Parties acknowledge this is a "reimbursement based" contract. Reimbursement will be made only for those sums, up to the amount of the appropriation, expended by the Grantee on or after the start date of this contract and before the termination date of this contract for the Grant Purpose.

---

4. The Parties agree that the term of this contract shall commence on January 1, 2012 and shall terminate on September 30, 2016.

5. In accordance with the State Finance Law 99-d(4), the availability of all federal funds cease on December 31st of the year following the fiscal year in which the funds were appropriated, unless such funds are re-appropriated by the New York State Legislature. Therefore, to insure that payments are made prior to the expiration date, voucher must be received at the address listed below no later than December 1st of the year following the fiscal year in which the funds were appropriated.

6. In accordance with State Finance Law 99-d(6)(a) the state shall not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund, if insufficient monies are available for transfer to such account of this fund, after required transfers pursuant to Section 99-d(3) of the State Finance Law.”

7. The Grantee, 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 (also in Appendix C) and by agency fiscal guidelines, in a manner acceptable to the State

8. (a) If the grant amount is under or equal to \$50,000, the Grantee understands that this Contract does not take effect until after it is executed by all of the Parties. The Grantee further understands that the State cannot accept or process vouchers for payment until such time as this Contract is fully executed.

(b) If the grant amount exceeds \$50,000, the Grantee understands that this Contract does not take effect until it is approved by the NYS Attorney General and the Office of the State Comptroller. The Grantee further understands that the State cannot accept or process any vouchers for payment until such time as this Contract is fully executed

9. During the term of this Contract, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, national origin, age or disability and that it will take affirmative action to insure that equal employment practices will be followed.

10. Funds provided pursuant to this Contract 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.

11. The Grantee agrees that the State of New York, its departments, subdivisions, agents and employees are not responsible for any of the acts or omissions of the Grantee, including, but not limited to, negligence or other tortious conduct, and that the State of New York is not, under any circumstances, responsible for the contracts, debts or other obligations of the Grantee; and further, the Grantee agrees to indemnify and save harmless the State of New York, its departments, divisions, and employees from any and all suits, causes of actions, claims, grievances, damages, judgments and costs of every name and description that may arise out of, or by reason of, any acts or omissions relating, in any way, to this Contract or the purposes thereof.

12. The New York State Board of Elections, the Office of the State Comptroller and their representatives shall have the right to inspect the facilities and operations of the Grantee and shall have the right to audit the books, accounts and records of the Grantee with respect to expenditures of the sums provided herein.

13. Appendix A (Standard clauses for all New York State Contracts), Appendix B (Workplan/Budget), Appendix C (Payment Schedule) and Appendix X (Modification Agreement Form) are attached hereto and are hereby made a part of this Contract as if set forth fully herein. Appendix A is an essential and necessary part of all contracts with the State of New York. Appendix A is of the essence in the execution and performance of this Contract.

14. Termination

(a) This Contract may be terminated at any time upon mutual written consent of the State of New York and the Grantee.

(b) The State of New York may terminate the Contract immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Contract and/or with any laws, rules, regulations, policies or procedures affecting this Contract. Written notice of termination shall be sent by First Class mail. The termination shall be effective in accordance with the terms of the notice. Upon receipt of notice of termination, the Grantee 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 of the New York State Board of Elections.

---

(c) The New York State Board of Elections shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the Contract. In no event shall the State of New York be liable for expenses and obligations arising from the program(s) in the Contract after the termination date.

HHS-2011-ACF-ADD-VOTE-0019 / Catalog of Federal Domestic Assistance (CFDA) Number: 93.617  
Voting Access for Individuals with Disabilities – Polling Place Access Improvement

Contract Number: T003286/ Federal identification number: 15-6000460

In Witness hereof, the parties have signed this agreement on the dates set forth below.

Grantee (Sub-Recipient) Signature: **Oneida County Board of Elections**

By: \_\_\_\_\_ (signature) Title: \_\_\_\_\_

\_\_\_\_\_ (print name) Date: \_\_\_\_\_

**Verification**

State of New York }  
County of \_\_\_\_\_ } SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, personally came \_\_\_\_\_, to me known, and who, being duly sworn, did depose and say that he/she resides at (Address) \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip) \_\_\_\_\_, that he/she is the (Title) \_\_\_\_\_ of the organization described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the board of directors of said organization.

\_\_\_\_\_  
Notary Public

STATE AGENCY SIGNATURES – **New York State Board of Elections** / 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."

By: \_\_\_\_\_  
Robert A. Brehm, Co-Executive Director

By: \_\_\_\_\_  
Todd D. Valentine, Co-Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved:**

**Attorney General's Signature**

**Thomas P. DiNapoli, Comptroller**

\_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Approved As To Form  
ONEIDA COUNTY ATTORNEY  
By \_\_\_\_\_



---

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

## **TABLE OF CONTENTS**

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Compliance with New York State Information Security Breach and Notification Act
23. Compliance with Consultant Disclosure Law
24. Procurement Lobbying
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors

## 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 -- 7<sup>th</sup> 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 B – Workplan / Budget

## Voting Access for Individuals with Disabilities

### Polling Place Access Improvement Plan Application

#### Section 4. Estimated Cost for Individual Polling Place Improvements

You must attach documentation to support your estimates.

a) Proposed Accessibility Activities:

b) Expense Category	c) Federal Funds	d) State Funds	e) County In-Kind	f) Total Estimated Budget (sum of c-e)
1) Parking				
2) Passenger Drop Off Area				
3) Exterior Path of Travel/Sidewalks				
4) Building Entrance				
5) Interior Path of Travel/Hallways				
6) Voting Area				
7) Other				
<b>Totals (sum of b1 – b7)</b>				
(c) Federal Funds are funds being requested under this application: (d) State Funds are being requested under this application: (e) County In-kind are those expenses the county will contribute. (f) Total Estimated Budget is for each category and the entire project.				
Applicants Comments:				



## Appendix C – Payment Schedule

Payments will be issued by voucher on a reimbursement basis. If improvements are approved for reimbursement under the program, Grantee will be required to make the improvements and provide evidence of acceptance and payment prior to receiving reimbursement. Reimbursement will be issued for the lesser of 1) the actual expenditure of each individual improvement within each category or 2) the amount awarded for each individual improvement within each category.

Prior to the payment of any voucher, the New York State Board of Elections may require that the Grantee submit a progress report, summarizing the progress and status of the work being performed pursuant to this Contract.

Further, to meet the audit requirements of the State, Grantee shall submit acceptable proof of payment (such as a copy of a cancelled check) and the original bill from the contractor/vendor establishing that the bill has been paid. Grantee also shall include a completed statement of expenses, which provides detail of the expenditures. Such statement shall be provided by and in the form and manner determined by the State.

To be eligible for payment, the Grantee must submit a standard State voucher. On the voucher, the Grantee must set forth, in detail, the expenditures and obligations incurred to accomplish the Grant Purpose and the terms of this Contract. In addition, on the voucher, the Grantee shall certify, in writing, that the request for payment does not duplicate the reimbursement of costs that the Grantee has received or may receive from other sources. The voucher shall reference the contract number assigned to this award. Vouchers are to be submitted to the following address for processing:

NYS Board of Elections  
Attention Patrick Campion and Gregory Fiozzo  
40 Steuben St  
Albany, NY 12207-2108

The New York State Board of Elections will present the Grantees' vouchers to the NYS Office of the State Comptroller for review and approval. However, submission of the vouchers to the State Comptroller may be delayed if the Grantee does not submit vouchers timely to the above address or submit a progress report when required.

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

February 23, 2012

Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

FN 20 12 - 144

**PUBLIC WORKS**

Dear County Executive Picente,

**WAYS & MEANS**

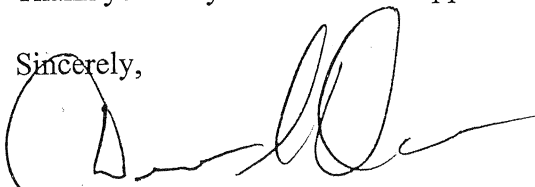
Asbestos Abatement on the 6<sup>th</sup> floor of the Oneida County Office Building is complete and reconstruction will begin in February 27, 2012. The 3<sup>rd</sup> floor is scheduled to be abated and reconstructed upon completion of the 6<sup>th</sup> floor. Therefore, construction management and architectural design services for work associated for the 3<sup>rd</sup> floor must be secured.

Proposals for architectural design services associated with reconstruction of the 3<sup>rd</sup> floor were solicited and received from Alesia & Crewell Architects, Bonacci Architects, and MARCH Associates. On February 22, 2012, the Oneida County Board of Acquisition & Contract accepted the most competitive proposal from MARCH Associates for \$112,000.00, plus project monitoring expenses, to prepare plans and specifications for abatement and reconstruction of the 3<sup>rd</sup> floor of the Oneida County Office Building.

Please consider the enclosed contract for these services and if acceptable forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

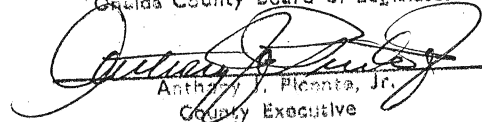


Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner



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



Anthony J. Picente, Jr.  
County Executive

Date 3/12/12

# Oneida County DPW Contract Summary

Division: Engineering  
Contact: Mark Laramie  
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract \_\_\_\_\_  
Professional Services Contract X  
NYSOGS Contract \_\_\_\_\_  
Competitive Bid or Proposal X  
Sole Source \_\_\_\_\_

Board of Legislators Approval Required Yes

Name of Contracting Organization: **MARCH Associates**  
**285 Genesee St.**  
**Utica, NY 13502**

Title of Activity or Service: **Professional Consulting Services**

Description of Proposed Services: **Preparation of plans and specifications for abatement and reconstruction of the 3<sup>rd</sup> floor of the Oneida County Office Building.**

Total Funding Requested: \$112,000.00

Account Number H305

Proposed Funding Source: Federal \_\_\_\_\_  
State \_\_\_\_\_  
County 100%  
Other \_\_\_\_\_

Oneida County Department Staff Comments: \_\_\_\_\_

 **AIA** Document B132™ – 2009

**Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the Eighth day of February in the year Two Thousand Twelve  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Oneida County  
800 Park Ave  
Utica, NY 13501  
Telephone Number: 315-793-6236

and the Architect:  
(Name, legal status, address and other information)

MARCH Associates Architects & Planners, PC  
258 Genesee St.  
Utica, NY 13502  
Telephone Number: (315) 733-3344  
Fax Number: (315) 733-3331

for the following Project:  
(Name, location and detailed description)

Oneida County Office Building Reconstruction - 3rd & 1st Floors  
800 Park Ave, Utica, NY 13501

The Construction Manager:  
(Name, legal status, address and other information)

To Be Determined

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**TABLE OF ARTICLES**

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

See Exhibit A

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

See Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See Exhibit A

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Programming & Schematic Design: 60 days

Construction Documents: 50 days asbestos abatement/60 days all other trades (concurrent schedules)

Bidding/Award Phase: 60 days

Construction Phase: 60 days asbestos abatement/210 days

Init.

Post Construction Phase: 30 days

.2 Commencement of construction:

August 21, 2012

.3 Substantial Completion date or milestone dates:

Substantial Completion before May 1, 2013.

.4 Other:

To Be Determined

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

*(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)*

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

Bid Package 1: Asbestos Abatement

Bid Package 2: Reconstruction

§ 1.1.7 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

See Exhibit A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address and other information.)*

Mark E. Laramie, PE

6000 Airport Road

Oriskany, NY 13424

Telephone Number: (315) 793-6236

Fax Number: (315) 768-6299

Email Address: mlaramie@ocgov.net

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address and other information.)*

See Exhibit A

§ 1.1.10 The Owner will retain the following consultants:

*(List name, legal status, address and other information.)*

- .1 Construction Manager: The Construction Manager is identified on the ~~cover~~-title page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

To Be Determined

- .2 Cost Consultant (if in addition to the Construction Manager):  
*(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)*

- .3 Land Surveyor:

- .4 Geotechnical Engineer:

- .5 Civil Engineer:

- .6 Other consultants:  
*(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)*

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

Christopher J. Crolius, AIA  
258 Genesee St.  
Utica, NY 13502  
Telephone Number: (315) 733-3344  
Fax Number: (315) 733-3331

Init.

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Almy & Associates  
Robert N. Almy, P.E.  
238 Genesee St.  
Utica, NY 13502  
Telephone Number: (315) 735-6464  
Fax Number: (315) 735-7309

.2 Mechanical Engineer:

Towne Engineering  
William H. Towne, PE  
18 South Street  
Utica, NY 13501  
Telephone Number: (315) 733-9000

.3 Electrical Engineer:

Towne Engineering  
William H. Towne, PE  
18 South Street  
Utica, NY 13501  
Telephone Number: (315) 733-9000

§ 1.1.12.2 Consultants retained under Additional Services:

Asbestos Abatement Design  
Barton & Loguidice, PC  
Representative: John E. Rigge  
290 Elwood Davis Road  
Syracuse, NY 13220  
Phone: (315) 457-5200  
Fax: (315) 451-0052

§ 1.1.13 Other Initial Information on which the Agreement is based:

See Exhibit A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.



§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than See Exhibit B (\$ See Exhibit B) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than See Exhibit B (\$ See Exhibit B) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than See Exhibit B (\$ See Exhibit B).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than See Exhibit B (\$ See Exhibit B) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the

Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

### § 3.5 Bidding or Negotiation Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of

the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner’s approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

**§ 3.6.5.3** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor’s Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

<b>Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>	<b>Location of Service Description</b> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Architect	Exhibit A
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site evaluation and planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural interior design (B252™–2007)	Architect	Exhibit A
§ 4.1.10 Value analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	

§ 4.1.12	On-site project representation (B207™-2008)	Architect	Exhibit A
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-designed record drawings	Architect	
§ 4.1.15	As-constructed record drawings	Architect	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility support services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect	Exhibit A
§ 4.1.21	Security evaluation and planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® certification (B214™-2007)	Not Provided	
§ 4.1.25	Historic preservation (B205™-2007)		
§ 4.1.26	Furniture, furnishings, and equipment design (B253™-2007)	Architect	Exhibit A
4.1.27	Asbestos Abatement Design and Asbestos Abatement Project Monitoring	Architect	Exhibit A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- 2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the ~~Cost of the Work~~ Construction Cost exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- 3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- 4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- 5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- 6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- 7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- 8 Preparation for, and attendance at, a public presentation, meeting or hearing;

Init.



- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four ( 24 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Fourteen ( 14 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this

Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Compensation for Architect's Basic Services and Additional Services designated in Section 4.1 shall be:

Lump Sum Fee of \$112,000.00

Compensation for Reimbursable Expenses: Compensation for reimbursable expenses included in Lump Sum Fee for Basic Services.

Compensation for Asbestos Abatement Design: Compensation for asbestos abatement design included in Lump Sum Fee for Basic Services, excluding preparation and submittal of site specific project variances. Compensation for site specific projects variances, including NYSDOL filing fee, shall be \$1,500.00/each.

Init.

Compensation for Asbestos Building Inspection and Asbestos Abatement Project Monitoring Services shall be:  
 NYS Licensed Building Inspector: \$55.00/hr. & \$65.00/hr. OT\*  
 NYS Licensed Sr. Project Monitor/Air Sampling Technician: \$50.00/hr. & \$60.00/hr. OT\*  
 \*Overtime shall be imposed for any work beyond forty-hours per week.

Unit Price per sample analysis of Asbestos Containing Materials/Ari Samples:

PLM(NOB) prep \$6.00/sample/72 hr.  
 PLM(NOB) analysis: \$10.00/sample/72 hr.  
 TEM (NOB): \$35.00/sample/72 hr.  
 PCM: \$10.00/sample/12 hr. \*\*  
 TEM: \$70.00/sample/72 hr.

\*\*includes cost of cassette, pump rental, and daily faxing

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Compensation for Additional Services designated in Section 4.1 shall be included in Compensation for Architects Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

See Exhibit A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent ( %), 5.00% ), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Three</u>	percent (	<u>3</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>22</u>	%)
As-Constructed Record	<u>Five</u>	Percent (	<u>5</u>	%)
<u>Drawings</u>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.



§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category

Rate (\$0.00)

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( % ) 0.00% of the expenses incurred.

**§ 11.9 Compensation for Use of Architect's Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero Dollars and Zero cents (\$0.00)

**§ 11.10 Payments to the Architect**

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%—per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Init.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
  - .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
  - .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

- Exhibit A - Initial Information
- Exhibit B - Insurance Requirements
- Exhibit C - Hourly Rate Schedule
- Exhibit D - Certification of Consultant
- Exhibit E - Solid Waste Certification

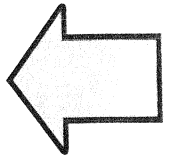
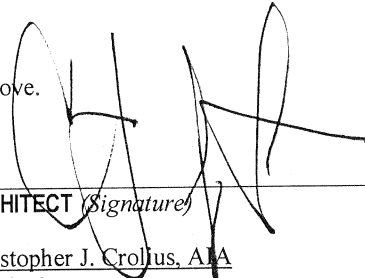
This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Anthony J. Picente Jr  
Oneida County Executive  
(Printed name and title)

\_\_\_\_\_  
ARCHITECT (Signature)

Christopher J. Croffus, AIA  
Principal  
(Printed name and title)

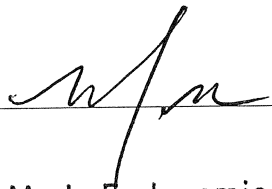


## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, P.E., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:50:00 on 02/06/2012 under Order No. 3594772408\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)



(Title)

Mark E. Laramie, P. E.  
Deputy Commissioner  
Division of Engineering  
Oneida County D. P. W.

(Dated)

02/28/2012

Exhibit A  
Initial Information  
Page 1 of 6

- 12.2. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.
- 12.3. The following paragraphs from section 3.3 – Contingent Additional Services and Section 3.4 – Optional Additional Services shall be included as part of the Architects basic services.
  - 12.3.1. 3.3.3, 3.3.4, 3.3.9, 3.4.1, 3.4.4, 3.4.6, 3.4.7, 3.4.11, 3.4.13, 3.4.15, 3.4.16, 3.4.19
- 12.4. Delete Section 6.6.1 and insert the following
  - 12.4.1. 6.6.1 Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Consultant shall be at the County's sole risk.
- 12.5. Delete Section 6.6.2
- 12.6. Delete Article 7 in its entirety. Delete all references to arbitration from this contract.
- 12.7. The services to be provided by this consultant shall comply with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable Oneida County policies and design criteria.
- 12.8. Consultant shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.
- 12.9. The design services required by this agreement shall be accomplished within fourteen (14) consecutive months, beginning on the day this agreement is executed. It is recognized by both parties that this period may be affected by factors beyond the reasonable control of either party. Both parties shall take all reasonable steps to adhere to the time schedule.
- 12.10. Scope of Work.
  - 12.10.1. The intent of this project is to completely abate all asbestos containing materials on the third (3rd) floor of the County Office Building and then construct office space for various County departments. At this time it is anticipated that Department of Social Services (DSS) Support, Daycare, and Employment groups will be relocated to the third (3rd) floor. In addition, approximately 2,500 square feet of space on the 1st floor will be reconstructed to accommodate DSS Daycare intake and Employment intake functions.

Exhibit A  
Initial Information  
Page 2 of 6

12.10.2. Prior to abatement of asbestos containing materials, the third (3rd) floor will be vacated by relocating existing offices to locations throughout the County Office Building.

12.10.3. It is imperative that this project does not hinder daily operations at the County Office Building. The building shall remain open to the public without inconvenience during regular business hours.

12.10.4. The County shall secure the services of a Construction Manager for this project.

#### 12.11. SCOPE OF WORK

12.11.1. The Consulting firm selected for this project shall be required to provide services necessary for the performance and completion of work noted in Section II – Project Description and Section III - Scope of Work. Services shall be provided in accordance with AIA Document B132-2009 with modifications. Services shall include, but not be limited to, the following.

12.11.1.1. Identify and quantify asbestos containing materials impacted by this project. Note that some work may be necessary in other areas of the building in order to accomplish the overall goals of this multi-phase capital project. There shall be no assumed asbestos containing materials. Payment for material sampling, analysis, and reporting shall be in addition to compensation for Basic Services and made on a time and materials basis.

12.11.1.2. Prepare comprehensive plans and specifications for abatement of asbestos containing materials impacted by this project. Consultant shall prepare detailed specifications for asbestos abatement and containment methods. A generic design will not be acceptable. All aspects of the asbestos abatement contractor's operations shall be strictly controlled. The Consultant shall prepare, submit and receive approval for any asbestos abatement variances. Payment for site specific variances shall be in addition to compensation for Basic Services and made on a lump sum fee basis. The Consultant shall also prepare plans at the completion of this phase of work to identify any gross ACM that had to be enclosed and remain in place. This information is important for inclusion on the asbestos building management plan.

12.11.1.3. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.

12.11.1.4. Detailed Plans & Specifications shall be prepared by a competent mechanical engineer for isolation of the HVAC systems.

12.11.1.5. Prepare plans and specifications for asbestos abatement with sufficient detail and instruction to allow isolation and protection of life safety systems.

Exhibit A  
Initial Information

Page 3 of 6

- 12.11.1.6. The asbestos abatement designer shall be required to attend a pre-construction meeting with building occupants to discuss expected impacts of the project.
- 12.11.1.7. The asbestos abatement designer shall be actively involved in the construction phase of asbestos abatement and shall attend all bi-weekly project meetings and special meetings as requested. The designer may be required to enter active asbestos abatement work areas.
- 12.11.1.8. Provide project monitoring/air sampling associated with abatement of asbestos containing materials. All work shall be performed by a NYSDOL certified project monitor. Payment for project monitoring, air sampling, and reporting shall be in addition to compensation for Basic Services and made on a time and materials basis.
- 12.11.1.9. Sub-consultant performing asbestos abatement design shall be fully responsible for asbestos abatement project monitoring.
- 12.11.1.10. The cost of asbestos abatement shall be included in all estimates.
- 12.11.1.11. Perform detailed program analysis of the County department(s) that will occupy abated/renovated space. The analysis shall be done to determine the operational and space requirements of the department(s). This will include interviews with affected County personnel.
- 12.11.1.12. Inventory assets of each department that will occupy abated/renovated space and prepare plans and specifications for relocation services. Prepare plans and specifications for this work to be competitively bid.
- 12.11.1.13. Prepare plans and specifications for facility renovations. This shall include HVAC, plumbing, electrical, fire alarm, fire protection, security systems, and signage upgrades. All HVAC systems shall be converted to Digital Controls and incorporated into the existing energy management system.
- 12.11.1.14. Existing finishes, surfaces, or materials that remain shall be repaired and refinished as necessary. This shall include, but not be limited to, ceramic tile, marble, terrazzo, plumbing fixtures, door kick plates, and mail chutes.
- 12.11.1.15. Prepare "turn key" plans and specifications for all data and telecommunication systems. This shall include design of required wiring, hardware, software and software programming. County IT personnel and telecommunication hardware/software vendors shall be included in the design process.
  - 12.11.1.15.1. Existing data systems utilize a fiber-optic backbone and new systems shall incorporate this technology.

Exhibit A  
Initial Information  
Page 4 of 6

- 12.11.1.16. Provide interior design services when necessary. Prepare plans and specifications for loose furnishings in offices and public spaces.
- 12.11.1.17. Prepare all permit applications and secure all permits.
- 12.11.1.18. Coordinate activities with and secure approvals from interested local and state agencies.
  - 12.11.1.18.1. Special consideration shall be given to the relocation of computer systems owned by New York State and operated by County agencies.
- 12.11.1.19. Secure current New York State prevailing wage rates and distribute subsequent revisions to interested contractors and Oneida County.
- 12.11.1.20. Attend project meetings weekly throughout project startup and then biweekly or as requested by Oneida County.
- 12.11.1.21. Prepare As-Built record drawings. Submit one reproducible copy of all drawings on engineering grade film and one digital copy of all drawings on CD-ROM in AutoCAD 2002 format (vector graphics are required – scanned/raster images will not be accepted).
- 12.11.1.22. In cooperation with the Construction Manager, create a complete project file (including submittals and general correspondence) to be provided to the County upon completion of all work.
- 12.11.1.23. Provide all services to prepare complete and accurate plans and specifications.
- 12.11.1.24. Excluded shall be services provided by the construction manager in accordance with AIA Document B801/CMA – Electronic Format with modifications.
- 12.12. Oneida County shall pay all permit fees.
- 12.13. Consultant shall supply additional services as requested by the County and agreed to by Consultant. Where Consultant provides additional services authorized by the County's designed representative, those services shall be reimbursed according to the Hourly Rate Schedule attached hereto. An alternate method of compensation may be established by prior written agreement of both parties.
- 12.14. Additional services shall not be performed unless requested and approved in writing by the County. Approval shall be in the form of a contract amendment.
- 12.15. Consultant shall notify County immediately of potential fee increases. Payment shall not be made for additional services performed without prior authorization.

Exhibit A  
Initial Information  
Page 5 of 6

- 12.16. Progress payments for additional services performed shall be based on the percentage of work completed and/or on completion of major tasks.
- 12.17. Consultant shall maintain Professional Liability, General Liability, Auto Liability, and Errors & Omissions insurance in an amount greater than or equal to \$1,000,000.00 for the duration of this contract. Workman's Compensation insurance shall be provided in accordance with State Law.
- 12.18. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Consultant shall be at the County's sole risk.
- 12.19. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 12.20. Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.
- 12.21. The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provisions in Oneida County contracts. All waste and recyclables generated within Oneida County by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.
- 12.22. The principal place of business for determining applicable laws is Oneida County, New York.
- 12.23. If the County becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.
- 12.24. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 12.25. For determining applicable laws, the principal place of business of all parties to this agreement is Oneida County, New York.
- 12.26. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.



Exhibit A  
Initial Information  
Page 6 of 6

- 12.27. The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.
- 12.28. It is also recognized that Consultant is compensated largely based on time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.

Exhibit B

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER Insurance Agent; Name and Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY				EACH OCCURRENCE \$ 2,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business General Liability <input type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Provide Limits As Required by New York State Law
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as a named insured to General, Auto, and Excess Liability policies on a primary basis.

**CERTIFICATE HOLDER**

County of Oneida & Department of Public Works  
 c/o Commissioner of Finance  
 800 Park Ave., Utica, NY 13501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**Exhibit C**  
**Hourly Billing Rates**

**MARCH Associates**

---

Principal	\$175.00
Consulting Architect	\$110.00
Senior Designer	\$87.00
Designer I	\$80.00
Designer II	\$60.00
Administrative	\$54.00

**Almy & Associates**

---

Principal/Professional Engineer	\$150.00
Professional Engineer/Project Coordinator	\$125.00
Designer/Draftsman	\$70.00

**Towne Engineering**

---

Principal	\$150.00
Designer I	\$120.00
Designer II	\$90.00
Designer III	\$75.00
Designer IV	\$60.00
Designer V	\$50.00
Field Representative	\$70.00
Administrative	\$45.00

**Barton & Loguidice**

---

Vice President	\$180.00
Associate	\$168.00
Project Industrial Hygienist	\$96.00
Industrial Hygienist II/Sr. CADD Designer	\$68.00
Engineering Aide	\$64.00
CADD Designer	\$56.00
Industrial Hygiene Technician	\$55.00
Group Technical Assistant/Word Processor	\$48.00

Straight and overtime invoiced at same rates. Rates for project monitor/air sampling technician include

mileage, meals and other typical expenses.

**Exhibit D**

CONSULTANT RECYCLING  
AND  
SOLID WASTE MANAGEMENT CERTIFICATION FORM  
  
FOR ONEIDA COUNTY CONTRACTS

*The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.*

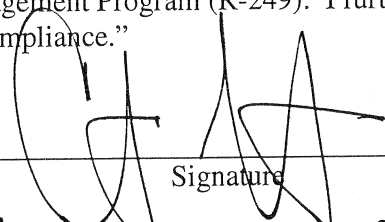
**REGULATORY COMPLIANCE**

- (a) The Consultant 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 Legislator Resolution No. 249 of May 26, 1999, the Consultant 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 Consultant and any sub-consultants. Upon awarding of this contract, and before work commences, the Consultant 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 Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**CERTIFICATION STATEMENT**

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Christopher J. Crolius  
\_\_\_\_\_  
Printed Name of Signee  
  
Principal  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature  
  
FEBRUARY 10, 2012  
\_\_\_\_\_  
Date

**EXHIBIT E**

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the duly authorized representative of the firm of MARCH Associates, a company organized under the laws of the State of New York, having their principal office for the transaction of business at 258 Genesee Street, Suite 300, Utica, NY 13502, and that neither I nor the above firm I here represent has:

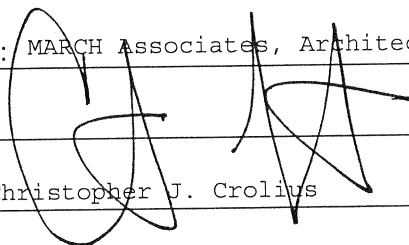
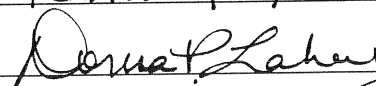
(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: MARCH Associates, Architects & Planners, PC  
By:   
Name: Christopher J. Crollius  
Title: Principal  
Date: February 10, 2012  
Attest:   
DONNA P. LAHEY  
Notary Public, State of New York  
No. 01LA5052264  
Qualified in Oneida County  
Commission Expires Nov. 20, 2013



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/28/2012

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 The Burns Agency 29 West Park Row PO Box 363 Clinton NY 13323-0363	CONTACT NAME: Wendy P. Lawlor	FAX (A/C, No): (315) 853-6356	
	PHONE (A/C, No, Ext): (315) 853-5052	E-MAIL ADDRESS: wplawlor@burnsagency.com	
INSURED MARCH ASSOCIATES ARCHITECTS & PLANNERS, PC 258 GENESEE STE 300 UTICA NY 13502	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Ins Co of the Midwest	37478	
	INSURER B: Hartford Casualty Ins. Co.	29424	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 2012-2013

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		01SBAAM7017	4/2/2012	4/2/2013	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000	
A	AUTOMOBILE LIABILITY			01SBAAM7017	4/2/2012	4/2/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBAAM7017	4/2/2012	4/2/2013	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE \$ 1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	01WECNP1742	4/2/2012	4/2/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

Architectural Firm  
Certificate Holder is included as Additional Insured

## CERTIFICATE HOLDER

County of Oneida &  
Department of Public Works  
c/o Commissioner of Finance  
800 Park Ave  
Utica, NY 13501

## CANCELLATION

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

Wendy Lawlor/WENDY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/28/2012

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 The Burns Agency 29 West Park Row PO Box 363 Clinton NY 13323-0363	CONTACT NAME: Wendy Lawlor
	PHONE (A/C, No, Ext): (315) 853-5052 FAX (A/C, No): (315) 853-6356
	E-MAIL ADDRESS: wplawlor@burnsagency.com
	PRODUCER CUSTOMER ID #: 00001353
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED MARCH ASSOCIATES ARCHITECTS & PLANNERS, PC 258 GENESEE STE 300 UTICA NY 13502	INSURER A Hartford Ins Co of the Midwest 37478
	INSURER B Hartford Casualty Ins. Co. 29424
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2011-2012 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			01SBAAM7017	4/2/2011	4/2/2012	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Business General Liability						PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$ 4,000,000						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			01SBAAM7017	4/2/2011	4/2/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			01SBAAM7017	4/2/2011	4/2/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01WECNF1742	4/2/2011	4/2/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Architectural Firm  
Certificate Holder is included as Additional Insured

CERTIFICATE HOLDER County of Oneida & Department of Public Works c/o Commissioner of Finance 800 Park Ave Utica, NY 13501	CANCELLATION 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 Wendy Lawlor/WENDY

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
2/24/12

**PRODUCER**

Professional Liability Brokers  
& Consultants, Inc.  
175 E. Hawthorn Parkway, #310  
Vernon Hills, IL 60061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A Continental Casualty Co
- COMPANY B
- COMPANY C
- COMPANY D

**INSURED**

March Associates, Architects & Planners  
258 Genesee Street, Suite 300  
Utica, NY 13502

**COVERAGES**

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.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP AGG \$
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY \$
	OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NO-N-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE	INCL			EL EACH ACCIDENT \$
	OTHER	EXCL			EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
A	Professional Liability	AEH114099022	07/01/2011	07/01/2012	\$2,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

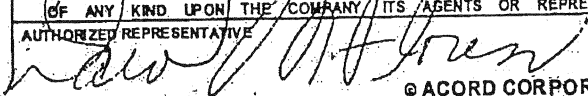
**CERTIFICATE HOLDER**

County of Oneida &  
Department of Public Works  
c/o Commissioner of Finance  
800 Park Ave  
Utica, NY 13501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





# Oneida County Department of Public Works

ANTHONY J. PICENTE JR  
County Executive

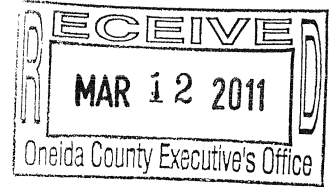
DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6213  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

March 8, 2012

FN 20 12-142



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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

On January 20, 2012, the Federal Highway Association FHWA published a memo to eliminate, revise or extend compliance dates for traffic control devices in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). Prior to this, FHWA had said that it was going to be mandated that all municipalities establish and implement a sign assessment or a management method to maintain levels of sign retroreflectivity. In order to have done that, a retroreflectivity meter and software would have been necessary to be purchased (\$18,000) to implement this program effective January 2012.

Since the FHWA now says that State and local agencies should focus on long range planning rather than focusing on compliance dates that may be eliminated, we would like to do a fund transfer from Equipment into the Other Materials & Supplies account to be used to stripe additional roads that were deleted due rising costs for paint and a striping service contractor used in prior years.

<b>FROM:</b>	<b>D3310.295 EQUIPMENT</b>	<b>\$ 18,000.00</b>
<b>TO:</b>	<b>D3310.491 OTHER MATERIALS &amp; SUPPLIES</b>	<b>\$ 18,000.00</b>

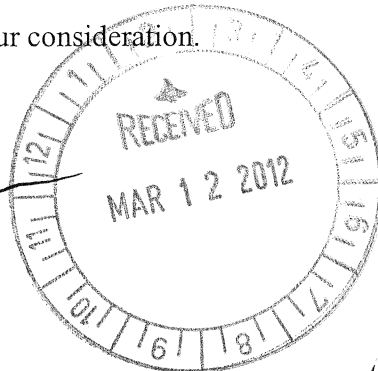
If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the Board of Legislators at their regular scheduled meeting.

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis  
Commissioner

DSD/mk  
Enclosure(s)



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

Anthony J. Picente, Jr.  
County Executive

Date 3/12/12

cc: Joseph Timpano, Comptroller  
Thomas Keeler, Budget Director  
Brian N. Scala, Deputy Commissioner

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive


DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6219  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## MEMORANDUM

TO: Dennis S. Davis  
Commissioner

FROM: Brian N. Scala   
Deputy Commissioner  
Highways, Bridges & Structures

RE: 2012 D Fund 3310 Transfer

DATE: March 5, 2012

.....

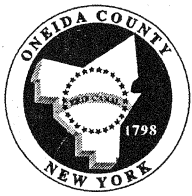
The Federal Highway Association (FHWA) had mandated that all municipalities establish and implement a sign assessment or a management method to maintain levels of sign retroreflectivity, to do so a retroreflectivity meter and software be purchased (\$18,000) to implement this program effective January 2012.

On January 20, 2012 FHWA published a memo to eliminate, revise or extend compliance dates for traffic control devices in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). And that State and local agencies should focus on long range planning, rather than focusing on compliance dates that may be eliminated.

The funds would be moved from Equipment into the Other Materials & Supplies account to be used to stripe additional roads that were deleted due rising costs for paint and a striping service contractor used in prior years.

Therefore, I request the following **2012** Transfer:

From: D3310.295 Equipment	- \$ 18,000.00
To: D3310.491 Other Materials & Supplies	+ \$18,000.00



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

February 23, 2012

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

FN 20 12-143

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Resolution Authorizing Submittal of Application  
CWSRF Project Number C6-6070-08-02  
Sauquoit Creek Pumping Station and Forcemain Upgrades – Planning and Design Services

Dear County Executive Picente:

As you know, the New York State Environmental Facilities Corporation (NYSEFC) has indicated that funding through them is now available for Sauquoit Creek Pumping Station and Forcemain Upgrades – Planning and Design Services. This project entails the engineering and environmental services relative to the planning and design of upgrades to the Sauquoit Creek Pumping Station, new forcemain, and new connection at the Water Pollution Control Plant. Additionally, work will include surveying, regulatory permitting and agency coordination, and geotechnical services. The intent of this project is to develop an approvable set of construction documents. This does not cover the actual construction of the project.

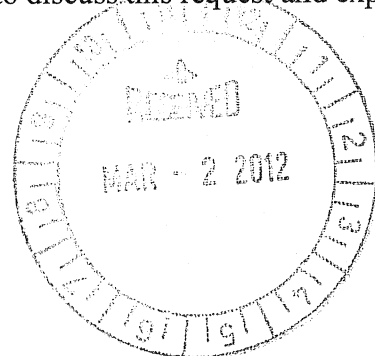
As part of the application process a resolution from the Board of Legislators authorizing the submittal of the application must be passed. The application for funding to NYSEFC is due March 1<sup>st</sup>. NYSEFC has indicated that they will accept the application without the resolution but they will need the authorizing resolution to be passed to proceed with processing the application. A draft resolution is attached.

I would appreciate consideration of this matter by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board to discuss this request and explain this in more detail.

Thank you for your consideration in this matter.

Sincerely,  
**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

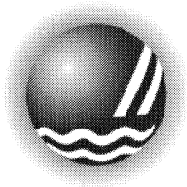
Steven P. Devan, P.E.  
Commissioner



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

Date 2/24/12

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering



**RESOLUTION AUTHORIZING CWSRF APPLICATION  
AND AGREEMENT FOR PROJECT FINANCING  
NEW YORK CLEAN WATER STATE REVOLVING FUND**

Resolution authorizing the execution and filing of an application and execution and delivery of an agreement setting forth the terms of the Project financing and other documents necessary for CWSRF assistance.

**WHEREAS,**

County of Oneida

(Legal Name of Applicant)

herein called the "Applicant", after thorough consideration of the various aspects of the problems and study of available data, has hereby determined that the project generally described as:

Sauquoit Creek Pumping Station and Forcemain Upgrades-Planning and Design

(Description of Project)

and identified as CWSRF Project Number(s) C6-6070-08-02

herein called the "Project", is desirable and in the public interest, and to that end it is necessary that action preliminary to the construction of said Project be taken immediately; and

**WHEREAS**, the United States, pursuant to the Federal Water Quality Act of 1987 (as such may be amended from time to time, the "Water Quality Act"), requires each State to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants under the Water Quality Act; and

**WHEREAS**, the State of New York has, pursuant to the State Water Pollution Control Revolving Fund Act, Chapter 565 of the Laws of New York 1989, as amended (the "CWSRF Act") established in the custody of the New York State Environmental Facilities Corporation (the "Corporation") a water pollution control revolving fund (the "Fund") to be used for purposes of the Water Quality Act; and

**WHEREAS**, the Corporation has been created, reconstituted and continued pursuant to the New York State Environmental Facilities Corporation Act, as amended, being Chapter 744 of the Laws of 1970, as amended, and constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, and constitutes a public benefit corporation under the laws of the State of New York, being a body corporate and politic with full and lawful power and authority to provide financial assistance from the Fund; and

**WHEREAS**, the Corporation has the responsibility to administer the Fund and to provide financial assistance from the Fund to municipalities for eligible projects, as provided in the CWSRF Act; and

**WHEREAS**, the CWSRF Act authorizes the establishment of a program for financial assistance for planning, design and construction of eligible CWSRF projects;

**NOW, THEREFORE, BE IT RESOLVED BY**

Oneida County Board of Legislators as follows;  
(Governing Body of Applicant)

1. The filing of an application for CWSRF assistance in the form required by the Corporation in conformity with the CWSRF Act is hereby authorized, including all understandings and assurances contained in said application.
2. The following person is directed and authorized as the official representative of the Applicant to execute and deliver an application for CWSRF assistance, to execute and deliver the Project financing agreement and any other documents necessary to receive financial assistance from the Fund for the Project, to act in connection with the Project and to provide such additional information as may be required and to make such agreements on behalf of the Applicant as may be required:

Anthony J. Picente, Jr. County Executive  
(print name) (print title)

3. The official designated above is authorized to make application for financial assistance under the CWSRF Program for either short-term or long-term financing or both.
4. One (1) certified copy of this Resolution shall be prepared and sent to the **New York State Environmental Facilities Corporation, 625 Broadway, Albany, New York 12207-2997.**
5. This Resolution shall take effect immediately.

**CERTIFICATE OF RECORDING OFFICER**

The attached Resolution is a true and correct copy of Resolution No. \_\_\_\_\_  
authorizing the execution and filing of an application and the execution and delivery of a Project financing agreement and other documents necessary for CWSRF assistance, as regularly adopted at a  
legally convened meeting of the Oneida County Board of Legislators  
(Name of Governing Body of the Applicant)

duly held on the \_\_\_\_\_ day of \_\_\_\_\_ ; and further that such Resolution has  
(month) (year)  
been fully recorded in the records of the Board in my office. In witness whereof, I  
(Title of Record Book)

have hereunto set my hand at this \_\_\_\_\_ day of \_\_\_\_\_ .  
(month) (year)

If the Applicant has an Official Seal, impress here.

X

\_\_\_\_\_  
(Signature of Recording Officer)

Secretary to the Oneida County Board of Legislators  
(Title of Recording Officer)



New York State Environmental Facilities Corporation  
625 Broadway Albany, New York 12207-2997  
(800) 882-9721 within New York State  
(518) 402-7085 Fax (518) 402-7086

---

## Smart Growth Assessment New York State Clean Water State Revolving Fund (CWSRF)

### Background

The State Smart Growth Public Infrastructure Policy Act (the Act) of 2010 requires EFC to determine that a project meets relevant smart growth criteria, to the extent practicable, in order to provide CWSRF financial assistance. The Act is intended to augment the state's environmental policy by maximizing the social, economic and environmental benefits of public infrastructure development while minimizing unnecessary environmental degradation, disinvestment in urban and suburban communities and the loss of open space resulting from sprawl development.

EFC has developed Smart Growth Guidance<sup>1</sup> for Clean Water State Revolving Fund Program applicants, including Green Innovation Grant Program applicants. This Guidance should be used by applicants when completing this Smart Growth Assessment.

### Applicant Procedures

Completion of this Smart Growth Assessment is required in order to provide the information needed for EFC to complete its smart growth review of a project and provide financial assistance. It must be completed by the applicant's project engineer or other design professional and should be submitted with the approvable engineering report. If a project's approvable engineering report was previously submitted or circumstances make it impracticable to submit the Smart Growth Assessment at the same time, the Smart Growth Assessment should be submitted to EFC as soon as possible but no later than March 1. This Smart Growth Assessment affords the applicant the opportunity to demonstrate to EFC that the project complies with the Act. The applicant should provide sufficient information in the Smart Growth Assessment to enable EFC to determine consistency with the Act.

**NOTES:** Submission of an insufficient or untimely Smart Growth Assessment can lengthen the review process for a CWSRF application. The responses to this form should be brief and include a reference to the appropriate location in supporting documents for more information where necessary. However, you may attach an additional sheet with the information if necessary.

---

<sup>1</sup> Available at <http://www.efc.ny.gov/Default.aspx?TabID=76&fid=436> .

CWSRF Applicant: **Oneida County/Oneida County Sewer District** CWSRF Project #: **C6-6070-08-00 thru 05**

Project Description: **Repairs and modifications to the wastewater collection, conveyance, and treatment system with the goal of mitigating sanitary sewer overflows (SSOs) at the Sauquoit Creek Pumping Station.**

Project Summary: Please provide a short project summary of the project in plain language including the location of the area the project serves. In addition, please attach a map (such as a USGS topography map) that identifies the project area, the municipal boundaries served and development within the service area.

**This project is one of several phases of sewer system improvements projects required by NYSDEC Consent Order R620060823-67 as part of a multi-year sanitary sewer overflow mitigation program. The purpose is to mitigate existing wet weather SSOs at the Sauquoit Creek Pumping Station through a combination of repairs/modifications to the wastewater collection, conveyance, and wastewater treatment systems. Capacity increases are likely with the focus being on SSO mitigation. The pumping station serves the Towns of Whitestown, New Hartford, and Paris and the Villages of Whitesboro, Oriskany, Clayville, Yorkville, NY Mills, and New Hartford and the Oneida County Business Park in Whitestown.**

### SECTION 1 - SCREENING QUESTIONS

#### 1. Prior Approvals

a. Has the project been previously approved for CWSRF financing?

Yes  No

If so, what was the CWSRF project number(s) for the prior approval(s)?

b. If so, is the scope of the project substantially the same as that which was approved?

Yes  No

If the project was previously approved by EFC's Board and the scope of the project has not materially changed, the project is not subject to smart growth review. Skip to signature block.

#### 2. New or Expanded Infrastructure

a. Does the project add a new wastewater collection or treatment system? (Note: A new infrastructure project adds a wastewater collection or treatment system.)

Yes  No

b. Will the project result in an increase of the State Pollution Discharge Elimination System (SPDES) permitted flow capacity for an existing treatment system?

(Note: An expanded infrastructure project results in an increase of the State Pollution Discharge Elimination System (SPDES) permitted flow capacity for the treatment system.)

Yes  No

**If the answer is "No" to both "a" and "b," the project is not subject to further smart growth review. Skip to signature block.**

3. Court or administrative consent orders.

a. Is the project expressly required by a court or administrative consent order?

Yes  No

b. Have you previously submitted the order to NYS EFC?

Yes  No  If not, please attach the order to this submittal.

**SECTION 2 – ADDITIONAL INFORMATION NEEDED FOR RELEVANT SMART GROWTH CRITERIA FOR CWSRF PROJECTS**

EFC has determined that the following smart growth criteria are relevant for CWSRF projects and that projects must meet each of these criteria to the extent practicable:

1. Uses or Improves Existing Infrastructure.

a. Does the project use or improve existing infrastructure? Please indicate and describe below.

Yes  No

**The project will include repairs to the existing wastewater collection system and upgrades to the existing conveyance and treatment systems.**

2. Serves a Municipal Center. Projects must serve an area in either a, b or c to the extent practicable.

a. Does the project a serve an area limited to one or more of the following municipal centers? Please select and describe all that apply:

i) A City or Incorporated Village.

Yes  No

**Villages of Whitesboro, Yorkville, Clayville, Oriskany, New York Mills, New Hartford**

ii) A central business district.

**Commercial Drive/Seneca Turnpike (New Hartford), Oriskany Boulevard (Whitesboro and Yorkville), Genesee Street/Campion Road (New Hartford).**

Yes  No



iii) A main street.

Yes  No

**Towns of Whitestown, New Hartford, and Paris and the Villages of Whitesboro, Oriskany, Clayville, Yorkville, NY Mills, and New Hartford.**

iv) A downtown area.

Yes  No

v) A Brownfield Opportunity Area. See

[http://nyswaterfronts.com/BOA\\_projects.asp](http://nyswaterfronts.com/BOA_projects.asp) for more information.

Yes  No

vi) A downtown area of a Local Waterfront Revitalization Program Area. See

[http://nyswaterfronts.com/maps\\_regions.asp](http://nyswaterfronts.com/maps_regions.asp) for more information.

Yes  No

vii) An area of transit-oriented development.

Yes  No

viii) An Environmental Justice Area. See <http://www.dec.ny.gov/public/899.html> for more information.

Yes  No

ix) A Hardship/Poverty Area. (Note: Projects that primarily serve census tracts and block numbering areas which had a poverty rate of at least twenty percent according to the 2000 Census.)

Yes  No

b. If the project serves an area located outside of a municipal center, does it serve an area located adjacent to a municipal center which has clearly defined borders, or is it in an area designated for concentrated development in a municipal or regional comprehensive plan and exhibit strong land use, transportation, infrastructure and economic connections to an existing municipal center? If yes, please describe and reference applicable plans.

Yes  No

- c. If the project is not located in a municipal center as defined above, is the area designated by a comprehensive plan and identified in zoning ordinance as a future municipal center? If yes, please describe and reference applicable plans.

Yes  No

3. Community- Based Planning.

- a. Provide a description of the plan to solicit community input regarding the project.

**A community-based Steering Committee was formed in 2007 to help guide the consent order compliance efforts. The group provides input on programs and projects.**

- b. Does the project affect an Environmental Justice Area? See <http://www.dec.ny.gov/public/899.html> for more information.

Yes  No

If yes, how does the applicant propose to engage the community in planning for the project?

4. Sustainable Development.

- a. Were green infrastructure techniques considered in the project design? Green infrastructure includes green wet weather practices which mimic natural hydrology and use, infiltrate, evaporate or evapotranspire rain near or where it falls. Some examples include rain gardens, green roofs, rainwater harvesting and reuse, and bioretention/bioinfiltration and porous pavement.

Yes  No

- b. Were green infrastructure techniques adopted where appropriate? Please provide a description of measures that were adopted and references to supporting material (for example, page 6 of "title of report") or explain why these measures were not adopted.

Yes  No

**Green infrastructure techniques will ultimately be an important component of managing the regional stormwater impacts. Oneida County and the Steering Committee have begun to assess programs such as District-wide CMOM/Asset Management and private property I/I as means to manage wet weather flows. Green infrastructure techniques will be considered. However, the magnitude of**

**the volume of inflow/infiltration (I/I) that impacts the 240 miles of sanitary sewer tributary to Sauquoit Creek Pumping Station requires that the immediate work focus on sewer rehabilitation to reduce I/I combined with increased conveyance capabilities and additional wastewater treatment.**

c. Were decentralized infrastructure techniques considered in the project design?

Yes  No

d. Were decentralized infrastructure techniques adopted where appropriate? Please provide a description of measures that were adopted and references to supporting material (for example, page 6 of "title of report") or explain why these measures were not adopted.

Yes  No

**The overall SSO mitigation program involves rehabilitation and upgrades to the existing wastewater collection, conveyance, and treatment systems per the NYSDEC consent order and is not intended to replace the existing sanitary sewer collection and treatment system.**

e. Were energy efficiency measures considered in the project design?

Yes  No

f. Were energy efficiency measures adopted where appropriate? Please provide a description of measures that were adopted and references to supporting material (for example, page 6 of "title of report") or explain why these measures were not adopted.

Yes  No

**Energy efficient measures will be considered as design progresses and will be incorporated where appropriate.**

### SECTION 3 – ADDITIONAL INFORMATION

1. Does the project include measures that exceed required natural resource protections? Please explain below.

Yes  No

2. Does the project support smart growth planning and design principles? Please explain below.

Yes  No

**The goal of the overall multi-phased project is to achieve compliance with the NYSDEC consent order through mitigation of a sanitary sewer overflow. The project does not involve the expansion of the Oneida County Sewer District boundaries.**

**Potential future significant expansions will be designed per detailed project planning documents.**

3. Other State Infrastructure Agencies must also complete a smart growth review prior to approving a project. Please check all agencies from which the applicant is seeking support and/or funding and in the space below indicate which agencies the type of support or funding.

The Department of Environmental Conservation

**Design approval, regulatory permits**

The Department of Transportation

**Design approval, utility permit**

The Department of Education

The Department of Health

The Department of State

The New York State Housing Finance Agency

The Housing Trust Fund Corporation

The Dormitory Authority

The Thruway Authority

The Port Authority of New York and New Jersey

The Empire State Development Corporation

The Urban Development Corporation

All other New York State Authorities

By entering your name in the box below, you agree that you are authorized to act on behalf of the applicant and that the information contained in this Smart Growth Assessment is true, correct and complete to the best of your knowledge and belief.

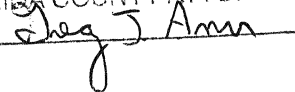
  
(Signature of Authorized Municipal Representative)

3-24-12  
(Date)

Anthony J. Picente Jr.  
County Executive  
(Name and Title)

County of Oneida  
(Applicant)

(315) 798-5800  
(Phone Number, include area code)

Approved As To Form  
ONEIDA COUNTY ATTORNEY  
By 

**New York State Environmental Facilities Corporation  
Clean Water State Revolving Fund Application Form (Municipal)**

**I. GENERAL INFORMATION**

**A. APPLICANT**

Name of Applicant: Oneida County/Oneida County Sewer District County: Oneida  
 Federal I.D. Number: 15-6000458 DUNS Number: 075814186

List each project (and its location) for which financing is desired separately in the following table. The CWSRF Project number has been assigned by EFC, follows the format C1-1234-56-78, and is listed in the Intended Use Plan (IUP) Annual Project Priority List.

CWSRF Project Number	CWSRF Project Score	IUP Cat. (A, B, D)	Municipal Location (City, Town or Village if different from applicant name)	Service Area	Project Location ZIP +4	Legislative Districts (you may include two districts)		
						US Congress	NY Senate	NY Assembly
C6-6070-08-02	1107	B	Whitestown (T), Utica (C)	Oneida County Sewer District	13492/13502	23	47	116
C								
C								

**B. FINANCING REQUESTED**

CWSRF Project Number	CWSRF Financing Amount	Interested in Market-Rate or Bond Guarantee Financing <sup>(1)</sup>		Construction Dates		Date Financing is Requested	Amount of Any Prior Project Financing
		Yes	No	Start	Completion		
C6-6070-08-02	\$3,000,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6/1/2012	12/31/2014	6/1/2012	\$0.00
C	\$	<input type="checkbox"/>	<input type="checkbox"/>				\$
C	\$	<input type="checkbox"/>	<input type="checkbox"/>				\$

(1) If subsidized financing is not available, you may consider low-cost (but without interest subsidy) Short-Term Market-Rate Financing, Long-Term Market Rate Financing, or Long-Term Bond Guarantee. See the IUP for details.

*If applying for more than one project, please complete separate pages 2-8 for each project.*

**II. PROJECT INFORMATION**

**A. ENGINEERING REPORT**

Have you completed an Engineering Report on the project and submitted it to EFC?

Yes       No      If no, do not continue with application until report is submitted.

Has the Engineering Report been approved by EFC?

Yes       No      If no, please enter anticipated date of approval: 3/2012

**B. ENVIRONMENTAL APPROVALS (SEQR/SERP)**

In order to comply with the State Environmental Review Process (SERP), you may need to comply with more requirements than SEQR. To meet the requirements of SERP, generally an action needs to be treated as a Type I action or as a Type II exclusion under SEQR.

If you complied with SEQR and classified your project as an Unlisted Action, but did not prepare a Full Environmental Assessment Form (EAF) and conduct with a coordinated review, please contact EFC at once.

Have you completed your environmental review?

Yes       No      If no, please enter anticipated completion date: \_\_\_\_\_

Did you classify your action as:

Type I     Unlisted     Type II

If your action was an Unlisted Action, did you

- a) prepare a Full EAF?       Yes       No
- b) coordinate your review?       Yes       No

**Note: Please submit copies of your documents.**

Please insure that your Full EAF list of applicable permits takes into consideration the list of Project Permits & Approvals on page 3, II.D.

**C. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE)**

Are you aware that, upon submission of this application, you are required to comply with New York State Executive Law, Article 15-A with respect to MWBE?

Yes       No

Please refer to guidance document "Minority & Women's Business Enterprise – Equal Employment Opportunity Program" for your responsibilities under this program. Your designated MWBE Officer should be included on the Contact List in Section III, page 4 of this form.

MWBE Participation Goals:

Construction

% Minority Business Enterprise Participation  
% Women Business Enterprise Participation

Service, Equipment & Supplies

10-percent combined MWBE

% Minority Business Enterprise Participation  
% Women Business Enterprise Participation

EEO Participation Goals:

\_\_\_\_\_  
\_\_\_\_\_

% Minority Labor Force Participation  
% Women Labor Force Participation

*If applying for more than one project, please complete separate pages 2-8 for each project.*

**D. PROJECT PERMITS AND APPROVALS**

Please check appropriate boxes for the permits and approvals applicable to your project.

Applicable Permits / Approvals	Yes	No	If Yes, Status	Date Applied	Date Approved
A. NYS DEC Environmental Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
1. Water Supply Application	<input type="checkbox"/>	<input type="checkbox"/>			
2. Wetlands	<input type="checkbox"/>	<input type="checkbox"/>			
3. Water Protection	<input type="checkbox"/>	<input type="checkbox"/>			
4. Excavation & Fill	<input type="checkbox"/>	<input type="checkbox"/>			
5. SPDES	<input type="checkbox"/>	<input type="checkbox"/>			
6. Waste Transporter	<input type="checkbox"/>	<input type="checkbox"/>			
7. Coastal Erosion Hazard Areas	<input type="checkbox"/>	<input type="checkbox"/>			
8. Long Island Wells Program	<input type="checkbox"/>	<input type="checkbox"/>			
9. Air Pollution Control	<input type="checkbox"/>	<input type="checkbox"/>			
10. Wild, Scenic, & Recreation Rivers	<input type="checkbox"/>	<input type="checkbox"/>			
11. Water Quality Certification	<input type="checkbox"/>	<input type="checkbox"/>			
12. Flood Plain Management	<input type="checkbox"/>	<input type="checkbox"/>			
B. OPRHP/SHPO Project Review Determination – Final Letter	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
C. NYS OSC Approval for Town & County Special Improvement Districts Maximum Cost Authorized:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____		
D. NYS OSC Approval for Towns in the Adirondack Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
E. NYS Department of Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
F. NYS Department of State	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
G. U.S. Army Corps of Engineers	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
H. Railroads Rights-of-Way	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
I. NYS Adirondack Park Agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
J. NYS Agriculture & Markets - Agricultural District	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
K. New York City Watershed Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
L. City/Town/Village Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
M. City/Town/Village Planning Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
N. City/Town Zoning Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
O. City/County Health Department	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
P. Other Local Agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Q. NYS Health Department	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
R. Other Permits – list here					
_____	<input type="checkbox"/>	<input type="checkbox"/>			
_____	<input type="checkbox"/>	<input type="checkbox"/>			



*If applying for more than one project, please complete separate pages 2-8 for each project.*

**III. CONTACT LIST**

	Name and Title (and e-mail address)	Mailing Address and Overnight Delivery Address (not a POB #) (if different)	Telephone and Fax Numbers
Chief Executive  Date Term of Office expires: <b>12/31/2016</b>	<b>Anthony J. Picente</b> County Executive  E-mail: <a href="mailto:apicente@ocgov.net">apicente@ocgov.net</a>	County of Oneida 800 Park Avenue Utica, NY 13501	Phone <b>(315) 798- 5800</b> Fax <b>(315) 798- 2390</b>
Chief Fiscal Officer  Date Term of Office expires: <b>12/31/2016</b>	<b>Joseph J. Timpano</b> Comptroller  E-mail: <a href="mailto:jtimpano@ocgov.net">jtimpano@ocgov.net</a>	County of Oneida Department of Audit and Control 800 Park Avenue Utica, NY 13501	Phone <b>(315) 798- 5780</b> Fax <b>(315) 798- 6415</b>
Clerk	E-mail:		Phone ( ) - Fax ( ) -
Daily Contact Person	<b>Steven P. Devan, PE</b> Commissioner  E-mail: <a href="mailto:sdevan@ocgov.net">sdevan@ocgov.net</a>	County of Oneida Dept. of Water Quality and Water Pollution Control 51 Leland Avenue PO Box 442 Utica, NY 13503-0442	Phone <b>(315) 798- 5656</b> Fax <b>(315) 724- 9812</b>
Minority Business Officer	<b>John Waters</b> Technical Assistant to the Commissioner  E-mail: <a href="mailto:jwaters@ocgov.net">jwaters@ocgov.net</a>	County of Oneida Dept. of Water Quality and Water Pollution Control 51 Leland Avenue PO Box 442 Utica, NY 13503-0442	Phone <b>(315) 798- 5656</b> Fax <b>(315) 724- 9812</b>
Financial Advisor (optional)	<b>John Shehadi, CIPFA</b>  E-mail: <a href="mailto:jshehadi@fiscaladvisors.com">jshehadi@fiscaladvisors.com</a>	Fiscal Advisors, Inc. 120 Walton Street Suite 600 Syracuse, NY 13202	Phone <b>(315) 752- 0051</b> Fax <b>(315) 752- 0057</b>
Local Counsel	<b>Peter M Rayhill, Esq.</b>  E-mail: <a href="mailto:prayhill@martinrayhill.com">prayhill@martinrayhill.com</a>	Martin & Rayhill, PC 421 Broad Street Suite 10 Utica, NY 13501	Phone <b>(315) 507- 3765</b> Fax <b>(315) 507- 3765</b>
Bond Counsel	<b>Thomas E. Myers, Esq.</b>  E-mail: <a href="mailto:tmyers@orrick.com">tmyers@orrick.com</a>	Orrick, Herrington & Sutcliffe LLP 666 Fifth Avenue New York, NY 10103-0001	Phone <b>(212) 506- 5000</b> Fax <b>(212) 506- 5151</b>
Consulting Engineer	<b>Karl E. Schrantz, PE</b> Project Manager  E-mail: <a href="mailto:kdschrantz@shumakerengineering.com">kdschrantz@shumakerengineering.com</a>	Shumaker Consulting Engineering 430 Court Street Utica, NY 13502	Phone <b>(315) 724- 0100</b> Fax <b>(315) 724- 3715</b>

If necessary, please provide additional consultants or contacts on a separate piece of paper.

*If applying for more than one project, please complete separate pages 2-8 for each project.*

**PROJECT NAME AND DESCRIPTION**

**Forcemain and Pump Station Upgrades – Design and Permitting Phase**

Engineering, design, geotechnical, and permitting phase of upgrades to the Sauquoit Creek Pumping Station, the planned parallel forcemain, and interim upgrades at the Water Pollution Control Plant as required to accept the increased flow from the pump station.

**IV. PROJECT BUDGET AND CONSTRUCTION COSTS**

**A. TOTAL PROJECT BUDGET FOR CWSRF PROJECTS**

Please add line items to the budget as needed. Refer to the Instructions for an explanation of the need to submit signed contracts or agreements prior to release of CWSRF disbursements. If you have additional questions, please either call EFC or refer to the Intended Use Plan.

<b>COST CATEGORY</b>	<b>COLUMN A Total Project Costs</b>	<b>COLUMN B Ineligible Costs and/or Costs to be Paid by Sources Other than CWSRF</b>
1. Total Construction Costs	\$ 0	\$
2. Engineering Costs (Firm Name and Date)	\$	\$
Planning (engineering team)	\$ 700,000	\$
Design (engineering team)	\$ 1,500,000	\$
	\$	\$
3. Other Expenses		
a) Local Counsel	\$ 10,000	\$
b) Bond Counsel	\$ 20,000	\$
c) Work Force		
- Technical	\$ 0	\$
- Administrative	\$ 0	\$
d) Fiscal Services	\$ 20,000	\$
e) Net Interest	\$	\$
f) Miscellaneous (please describe)		
g) Geotechnical Services	\$ 200,000	\$
h) Subsurface Utility Exploration	\$ 150,000	\$
	\$	\$
4. Equipment	\$	\$
5. Land Acquisition	\$	\$
6. Contingencies	\$ 345,797	\$
7. Subtotal - Project Costs	\$ 2,945,797	\$
8. Less: Other Sources	\$ 0	
9. Subtotal – Project Costs to be Financed	\$ 2,945,797	
10. Issuance Costs		
a) Direct Expenses <sup>1</sup>	\$ 29,458	
b) State Bond Issuance Charge <sup>2</sup>	\$ 24,745	
11. SUBTOTAL Issuance Costs (sum of 10.a & b)	\$ 54,203	
12. TOTAL (sum of Project Costs and Issuance Costs Subtotals; 9&11)	\$ 3,000,000	

1. Direct Expenses (10 a) equal 1.0% of Subtotal - Project Costs to be Financed (9).

2. The State Bond Issuance Charge (10 b) of up to 0.84% applies to the total Bonds issued by EFC. For planning purposes, the Applicant should estimate this charge at 0.84% of the sum of (9) (Subtotal-Project Costs to be Financed) and (10 a) (Direct Expenses). The issuance charge applies only to leveraged and bond guarantee pool financings.

*If applying for more than one project, please complete separate pages 2-8 for each project.*

**V. PLAN OF FINANCE AND FUNDING SOURCES**

**Short-Term Funding Sources**

a) Requested Amount For Short-Term CWSRF Financing \$ 3,000,000

b) Expiration Date of Hardship Confirmation Letter (if applicable) \_\_\_\_\_

c) Do you intend to pre-finance any funding sources with CWSRF short-term financing? Yes  No

If yes, please specify sources and the amount to be pre-financed:

**(Only SRF Short-Term Market-Rate financing may be used to pre-finance any awarded grants)**

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

**TOTAL Amount to be Pre-financed** \$ \_\_\_\_\_

Estimated Amount on the current CWSRF IUP Annual List \$ 3,000,000

Have you issued any debt with respect to this project? Yes  No   
If yes, EFC will contact you for further information.

**VI. INTERFUND BORROWINGS**

Will this financing reimburse an interfund borrowing?  Yes  No

If yes, please provide a copy of the municipal authorizing resolution and cost documentation for the interfund borrowing.

**VII. INTERMUNICIPAL OR OTHER AGREEMENTS**

Has the applicant entered into, or is the applicant contemplating entering into, any agreement(s) between itself and any other municipality (or municipalities) or any other entity regarding the sharing of responsibility for ownership, construction, payment, use, operation or maintenance of the project?

Yes  No

If yes, please name the parties below, the term (in years of the agreement) and include a copy of any and all such agreement(s) with the application submission. A copy of the draft agreement needs to be provided to EFC before a short-term financing can be closed. Please note: The term of the agreement needs to be at least the term of the financing.

**VIII. LITIGATION**

Is there any litigation threatened or existing which would affect this project or substantially impair the applicant's ability to pay debt service on its General Obligation indebtedness?

Yes  No

If yes, please attach a summary of such litigation including its current status.

*If applying for more than one project, please complete separate pages 2-8 for each project.*

**IX. PROJECT SCHEDULE**

In order to avoid unnecessary delays in receiving CWSRF short-term financing disbursements and rolling your project into CWSRF long-term financing, you will be expected to meet your project schedule dates. Please provide the actual or anticipated dates for the following critical milestones related to your project's schedule:

<u>Project Schedule Milestone Item</u>	<u>Schedule Date</u>
Submit Project Plans & Specifications for review & approval	<u>12/31/2014</u>
Award Bids	<u>N/A</u>
Issue Notice to Proceed	<u>N/A</u>
Construction Start	<u>N/A</u>
Construction Completion	<u>N/a</u>

Please Note: EFC will include a schedule of critical milestones in the financing agreement that you will be expected to meet.

*If applying for more than one project, please complete separate pages 2-8 for each project.*

**X. REFINANCING INFORMATION**

CWSRF funds may be issued to replace (refinance) another, prior source of project financing, including existing BANs and bonds. The following information may best be provided by the applicant's chief fiscal officer. Your financial advisor and/or bond counsel may also be helpful. For each debt issue, please attach a copy of the Official Statement, if debt was publicly offered. For Bond refunding, please submit copy of refunding resolution and proof of publication of estoppel notice. Please use a separate sheet if more space is needed.

Check Box if CWSRF Financing will refinance BANS , Bonds .

Provide the following information for any prior financing and indicate if you are seeking CWSRF refinancing. If BANs have been converted to Bonds and/or combined with other BANs, please list these debt issuances as separate items and indicate these conversions/combinations.

Series	Original	1st Renewal	2nd Renewal	Specify Trustee or Holder	<input type="checkbox"/> Trustee <input type="checkbox"/> Holder
1 a. Type of Obligation (BANS, Bonds, etc.)				Name of Trustee or Holder	
b. Date of Bond Resolution					
c. Total Amount Authorized	\$				
d. Date of Issuance					
e. Principal Amount of Issuance	\$	\$	\$		
f. Maturity Date of Debt				Address & Phone Number	
g. Principal Paid if Any: Amount	\$	\$	\$		
Date Paid				Contact Name	
h. Can This Debt be Retired (Called) Prior to Maturity: Callable Amount	\$	\$	\$		
<input type="checkbox"/> Yes <input type="checkbox"/> No When?					
i. Amount to be Refinanced with CWSRF	\$	\$	\$		
2 a. Type of Obligation (BANS, Bonds, etc.)				Name of Trustee or Holder	<input type="checkbox"/> Trustee <input type="checkbox"/> Holder
b. Date of Bond Resolution					
c. Total Amount Authorized	\$				
d. Date of Issuance					
e. Principal Amount of Issuance	\$	\$	\$		
f. Maturity Date of Debt				Address & Phone Number	
g. Principal Paid if Any: Amount	\$	\$	\$		
Date Paid				Contact Name	
h. Can This Debt be Retired (Called) Prior to Maturity: Callable Amount	\$	\$	\$		
<input type="checkbox"/> Yes <input type="checkbox"/> No When?					
i. Amount to be Refinanced with CWSRF	\$	\$	\$		

**XI. CREDIT PRE-SCREENING**

EFC staff will conduct an independent credit review of the applicant from publicly available information, and request supplemental information on an as-needed basis. Has the applicant submitted timely annual financial reports for the last three fiscal years to the Office of the State Comptroller?

Yes       No

If no, please explain: \_\_\_\_\_

**XII. ECONOMIC AND FINANCIAL DATA**

Are you submitting an Official Statement or continuing disclosure document(s) as part of this application?

Yes      (Skip sections A through C, and begin with section D)  
 No      (Complete sections A through C, and continue with section D)

**A. LARGEST EMPLOYERS**

List the ten current largest employers in the applicant's jurisdiction (from largest to smallest based on the number of employees), their type of business and number of employees. If employment numbers include part-time and/or seasonal employees, please indicate. List only those employers with five or more employees.

Employer	Type of Business	Number of Employees
1. Oneida Indian Nation Enterprises	Resort and casino	4,500
2. CNY Developmental Service	Not-For-Profit Agency	3,000
3. NYS Department of Corrections	Correctional Facilities	2,738
4. Mohawk Valley Network	Medical Facilities	2,100
5. St. Elizabeth Medical Center	Medical Facility	2,000
6. Upstate Cerebral Palsy	Human Services/Educational	1,900
7. Mohawk Valley Handicapped Services	Medical Facilities	1,428
8. Resource Center for Independent Living	Human Services	1,400
9. Utica National Insurance Company	Insurance	1,325
10 Air Force Research Lab at Rome Research Site	Research Facility	1,274

**B. LARGEST REAL PROPERTY TAXPAYERS**

List the applicant's ten current largest taxpayers (from highest to lowest, excluding private homeowners), their latest assessed valuation and type of business. Please list only those property owners which actually pay either property taxes or PILOTS (Payments in Lieu of Taxes). If any of these taxpayers receive a tax exemption, or if their assessment is currently disputed, please indicate.

Taxpayer	Type of Business	Assessed Valuation	Exemption check if yes	Dispute check if yes
1. National Grid	Utility	\$269,020,735	<input type="checkbox"/>	<input type="checkbox"/>
2. Sangertown Square LLC	Real Estate/Commercial	\$ 85,496,010	<input type="checkbox"/>	<input type="checkbox"/>
3. Wal-Mart	Warehouse/Commercial	\$ 51,523,000	<input type="checkbox"/>	<input type="checkbox"/>
4. Verizon	Utility	\$ 40,541,696	<input type="checkbox"/>	<input type="checkbox"/>
5. Iroquois Gas	Utility	\$ 33,427,610	<input type="checkbox"/>	<input type="checkbox"/>
6. Erie Blvd Hydropower	Utility	\$ 30,248,352	<input type="checkbox"/>	<input type="checkbox"/>
7. Riverside Enterprises	Real Estate/Commercial	\$ 28,129,887	<input type="checkbox"/>	<input type="checkbox"/>
8. PAR Technology	Manufacturing/Commercial	\$ 28,129,887	<input type="checkbox"/>	<input type="checkbox"/>
9. BG New Hartford LLC	Real Estate/Commercial	\$ 26,642,700	<input type="checkbox"/>	<input type="checkbox"/>
10. Presbyterian Homes Foundation	Cottages/Housing Complex	\$ 15,000,000	<input type="checkbox"/>	<input type="checkbox"/>

**C. TAX COLLECTION PROCEDURES**

Describe current real property tax levy and collection procedures (i.e., calendar for tax levy, penalty rates, and enforcement including foreclosure procedures):

Real Property is assessed for taxation by local assessors in each Town and the Cities of Utica and Rome and is placed on the respective tax rolls. The City of Sherrill is included as part of the Town of Vernon. There is no County Board of Assessors.

Each town tax receiver is required to pay to the respective town the full amount levied for town and town special district purposes. The balance of collected taxes is remitted to the County Commissioner of Finance. After March 31, uncollected County taxes of the cities and uncollected town taxes become the responsibility of the Commissioner of Finance.

From January through March the following penalties accrue with respect to delinquent taxes: no penalty if paid within the first 30 days, 1% penalty if paid during the next 30 days and 1-1/2%, if paid during the next 30 days. After the return of the tax rolls to the County Commissioner of Finance on April 1, delinquent taxes are assessed a flat penalty of 5% and accumulate interest of 10% per annum. The County holds its annual tax sale in December for the current year's taxes.

Taxes for County purposes apportioned to the areas of the County outside the Cities of Utica and Rome are levied together with taxes for town and special district purposes as a single bill. The towns and special districts receive the full amount of their levies annually out of the first amounts collected on the combined bills. The County assumes enforcement responsibility for all taxes levied in the towns and special districts and for unpaid County taxes in the Cities of Utica and Rome. Uncollected outside-city school district and village taxes are assumed by the County for enforcement. Any such taxes remaining unpaid at year-end are relieved as County taxes on December 31st.

Are you submitting current audited financial statements with this application?

- Yes (Skip section D, and begin with section E)
- No (Complete section D, and continue with section E)

**D. STATUS OF EMPLOYEE PENSION FUNDS AND OTHER POST-EMPLOYMENT BENEFITS**

Do you have any unfunded pension or other post-employment benefit liabilities?  Yes  No  
If yes, please provide statement regarding the status of these liabilities.

The County has no unfunded pension liabilities.

The County contracted with an actuarial firm to calculate its OPEB present value liability, which was determined to be \$60,206,917 for the fiscal year ending December 31, 2011. The ARC as of January 1, 2011 was \$5,621,526 of which \$2,637,660 was paid in 2011 as pay as you go expenses to over 500 retired employees.

---

**E. OUTSTANDING MUNICIPAL DEBT**

(Not solely project related)

1. Debt Summary Data And Calculations

Please provide the following data and calculations:

a) Average of full valuation of taxable real property for the 5 most recent years (including current year):	\$ <u>9,863,441,888</u>
b) Debt limit (7% of five year average full valuation in a) above).	\$ <u>690,440,932</u>

**APPLICANT'S INDEBTEDNESS**

*Complete this section only if the applicant has debt currently outstanding. Provide information relating to all municipal debt, not just this project. The information entered should be as of a single point in time.*

It is important to compare the applicant's amount of unused debt capacity (shown on line h) with the amount of anticipated debt associated with the project for which CWSRF financing is being sought. If the unused debt capacity is not adequate, it may not be possible to legally borrow the full amount desired. In this scenario, consider the possibility of applying to the State Comptroller to have outstanding or future debt excluded from the applicant's state constitutionally defined debt limit.

Statement of Debt Contracting Power as of:

February 1, 2012

	<u>Amount Outstanding</u>
c) Long-Term Indebtedness	\$ <u>126,060,692</u>
d) Bond Anticipation Notes	\$ <u>12,640,000</u>
e) Total Gross Indebtedness (e = c + d)	\$ <u><u>138,700,692</u></u>
f) Exclusions (list separately):	
<u>Type (specify water, sewer, or other)</u>	
<u>Appropriations</u>	\$ <u>13,046,800</u>
<u>Sewer</u>	\$ <u>9,424,595</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
Total Exclusions	\$ <u><u>22,471,395</u></u>
g) Total Net Indebtedness (g = e - f)	\$ <u><u>116,229,297</u></u>
h) Net Debt Contracting Margin (h = b - g) (unused debt capacity)	\$ <u>574,211,635</u>
i) Debt Contracting Power Exhausted (i = (g÷b) × 100)	<u>16.83%</u>
j) Debt Contracting Power Remaining (j = 100 - i)	<u>83.17%</u>



2. Applicant's Outstanding General Obligation and Revenue Bonded Debt as of:  
February 1, 2012 (date)

Provide a debt service summary, including principal retirement, for **all outstanding General Obligation and Revenue Bonded Debt** for the current fiscal year and the next 10 fiscal years (**Do not include Short-Term Obligations**):

	<b>Fiscal Year Ending</b>	<b>Principal (a)</b>	<b>Interest (b)</b>	<b>Total Debt Service (a+b)</b>
1.	2012	\$ 13,920,000	\$ 5,509,859	\$ 19,429,859
2.	2013	\$ 13,430,000	\$ 4,932,939	\$ 18,362,939
3.	2014	\$ 11,968,632	\$ 5,002,814	\$ 16,971,446
4.	2015	\$ 11,807,060	\$ 4,565,331	\$ 16,372,391
5.	2016	\$ 11,100,000	\$ 3,439,895	\$ 14,539,895
6.	2017	\$ 11,205,000	\$ 2,926,428	\$ 14,131,428
7.	2018	\$ 11,105,000	\$ 2,412,439	\$ 13,517,439
8.	2019	\$ 9,750,000	\$ 1,916,644	\$ 11,666,644
9.	2020	\$ 8,765,000	\$ 1,459,252	\$ 10,224,252
10.	2021	\$ 7,820,000	\$ 1,049,806	\$ 8,869,806
11.	2022	\$ 6,515,000	\$ 695,651	\$ 7,210,651
<b>TOTAL</b>		<b>\$ 117,385,692</b>	<b>\$ 33,911,056</b>	<b>\$ 151,296,749</b>

**F. PLANNED DEBT ISSUANCE**

Describe current plans for debt issuance for the next three years. (Please include any authorized debt which is not project-related).

The County plans to issue \$21.6 million bonds in the Spring, 2012 to refund \$12.6 million bond anticipation notes and provide \$9 million new money for various general purposes. The County funds new capital projects each year in the range of \$6 to \$11 million.

The County closed on short term financing with New York State Environmental Facilities Corporation (EFC) to fund Phase I and IIA rehabilitation/replacement project in and for the Oneida County Sewer District. The project cost for these two (2) phases are projected to be \$25.8M. EFC has given the County \$4M principal forgiveness on this loan so the net amount borrowed will be \$21.8M.

**G. STATE AID PLEDGED AS SECURITY**

Are you aware of any State Aid pledged as security for the repayment of debt?  Yes  No

If yes, please provide list of debt for which State Aid is pledged as security, if any. Provide debt service schedule(s) for such debt.

---



---



---

**XIII. SIGNATURE PAGE FOR CWSRF APPLICATION FORM**

CERTIFICATION: On behalf of the applicant, and in accordance with the Resolution by

**Oneida County Board of Legislators**

(governing body of municipal applicant)

authorizing me to do so, I make application for CWSRF Assistance for the project(s) described in this application. By the signing of this application, I certify and agree on behalf of the applicant and its governing body that all of the information contained in this application, in other statements and exhibits attached hereto or referenced herein, and in all statements, data and supporting documents which have heretofore been made or furnished for the purpose of receiving CWSRF Assistance for the project(s) described herein, are true, correct and complete to the best of my knowledge and belief.

I further agree on behalf of the applicant that, if CWSRF Assistance is provided for the project(s) described in this application, the applicant shall comply with all applicable provisions of the Federal Water Pollution Control Act, 33 U.S.C. 1251 et. Seq. Chapter 565 of the Laws of New York of 1989, as amended, 6 NYCRR Part 649 and 21 NYCRR Part 2602, as amended, regarding CWSRF Assistance.

I further agree that the applicant will comply with the provisions of the Minority and Women's Business Enterprise – Equal Employment Opportunity requirements of Article 15-A of the New York State Executive Law and other requirements as prescribed by the Environmental Facilities Corporation by providing opportunities for MBE/WBE participation, and will maintain such records and take such actions necessary to demonstrate such compliance throughout the construction of the project.

Further, I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.



(Signature of Authorized Municipal Representative)

2-24-12

(Date)

Anthony J. Picente Jr.  
County Executive

(Name and Title)

County of Oneida

(Applicant)

(Affix Seal Here)

Approved As To Form  
ONEIDA COUNTY ATTORNEY

By Greg J. Am...

Steven P. Devan, PE  
Commissioner, Water Quality and Water Pollution Control

(Name of Preparer, if different)

51 Leland Avenue, PO Box 442

(Address of Preparer, if different)

Utica, NY 13503 - 0442

(315) 798-5656

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

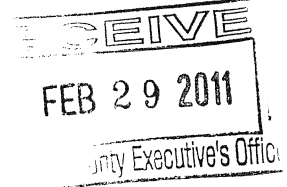
6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

February 27, 2012

Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

FN 20 12-144



**PUBLIC WORKS**

Dear County Executive Picente,

## WAYS & MEANS

The Department of Mental Health and Office for the Aging have been successfully relocated to 120 Airline St. in Oriskany (former Federal Reserve Bank of New York Building). This move is the first step of several required to eliminate the need for leased space at 209 Elizabeth St. and potentially other locations in Utica. Our primary goal is elimination of reoccurring expenses and maximizing receipt of State and Federal aid. Eliminating the need for leased space at 209 Elizabeth St. will save approximately \$140,000.00 annually and an additional \$120,000 annual savings would be realized if the building at 120 Airline St. were fully utilized.

Occupancy of 120 Airline St. was not considered until after the 2012 Budget was submitted and reviewed. Therefore, operating expenses including janitorial cleaning services (\$47,000.00) and HVAC system commissioning (\$5,000.00) were not included in the 2012 Budget.

In addition, relocating the District Attorney's office to 235 Elizabeth Street (Law Library Building) is the next step. The estimated cost for a moving contractor is approximately \$35,000.00. This cost was not included in the 2012 budget.

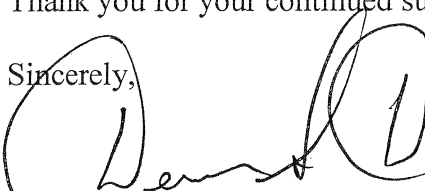
Due to mild temperatures, utility rates and consumption are significantly below average. This will likely result in a budget surplus that would cover the above noted additional expenses.

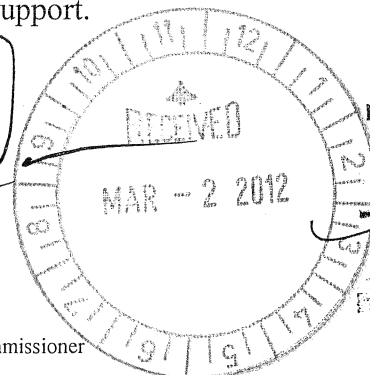
Therefore, I respectfully request the following budget amendments.

Account	2012 Adopted	Transfer	2012 Proposed
A1620.414, Utilities	\$2,310,992.00	(\$87,000.00)	\$2,223,992.00
A1620.4951, Other Expenses	\$1,460,449.00	87,000.00	\$1,547,449.00

Thank you for your continued support.

Sincerely,

  
Dennis S. Davis  
Commissioner



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

  
Anthony J. Picente, Jr.  
County Executive

Date: 3/1/12

cc: Budget Director  
Mark E. Laramie, P.E., Deputy Commissioner

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

February 6, 2012

FN 20 12-145

Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

A minimum of three (3) bridge reconstruction projects will begin and be completed in the summer of 2012. Since 2000, Oneida has contracted for Construction Inspection services for County funded bridge rehabilitation / replacement projects. The primary objective is to insure compliance with construction plans and specifications. As a result, quality and completion times have noticeably improved.

Proposals were solicited and received from Consultants interested in providing Construction Inspection services. Payment for this type of service is typically made on a time and materials basis. Therefore, proposals were based on hourly rates and contracts would be structured with hourly rates and not-to-exceed fees.

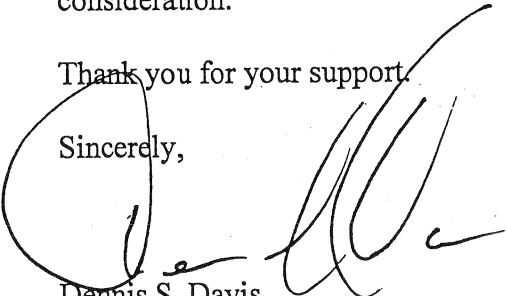
On January 25, 2012 the Oneida County Board of Acquisition and Contract accepted a proposal from C&S Engineers for an estimated not to exceed fee of \$133,175.00 for the following bridge reconstruction projects.

Coal Hill Bridge, Town of Annsville  
Cemetery Road Bridge, Town of Annsville  
Pleasant Street Structure, Town of New Hartford

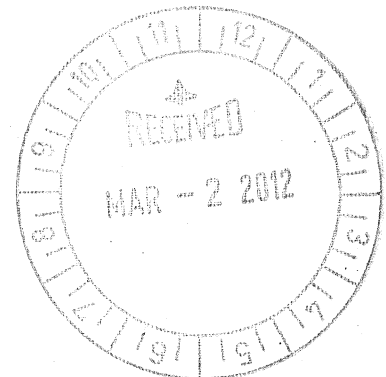
If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

Sincerely,

  
Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner



# Oneida County DPW Contract Summary

Division: Engineering  
Contact: Mark Laramie  
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract \_\_\_\_\_  
Professional Services Contract X  
NYSOGS Contract \_\_\_\_\_  
Competitive Bid or Proposal X  
Sole Source \_\_\_\_\_

Board of Legislators Approval Required Yes

Name of Contracting Organization: **C&S Companies**  
**499 Col. Eileen Collins Blvd.**  
**Syracuse, NY 13212**

Title of Activity or Service: **Construction Inspection Services**

Description of Proposed Services: **Provide construction inspection services for the following bridge replacement projects:**  
**Coal Hill Road Bridge, City of Rome**  
**Cemetery Road Bridge, City of Annsville**  
**Pleasant Street Structure, Town of New Hartford**

Total Funding Requested: \$133,175.00 Account Number H374

Proposed Funding Source: Federal \_\_\_\_\_  
State \_\_\_\_\_  
County 100%  
Other \_\_\_\_\_


Oneida County Department Staff Comments: \_\_\_\_\_

<b>Oneida County Department of Public Works</b> <b>Division of Engineering</b> 6000 Airport Road Oriskany, New York 13424 Phone (315) 793-6200 Fax (315) 768-6299	<b>LETTER OF TRANSMITTAL</b>
---	------------------------------

<b>To: Krystal Pavlot</b> <b>Oneida County Attorney's Office</b> <b>800 Park Ave.</b> <b>Utica, NY 13501</b>	<b>Date: February 23, 2012</b>
	<b>Re: Contract #012959</b> <b>C&amp;S Companies</b> <b>2012 Construction Inspection Contract</b>

COPIES	DATE	DESCRIPTION
3		Contract #012959 Revised Contract Documents
<b>for signature</b>		

Comments:  
  
Thank you.

From:   
 Mark E. Laramie, PE  
 Deputy Commissioner  
 Division of Engineering

Copies Distributed To
Project File

## CONSULTING SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of \_\_\_\_\_, 2012, is by and between Oneida County ("CLIENT") and C&S Engineers, Inc. ("CONSULTANT").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### 1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CLIENT under this Agreement are set out in Attachment A ("Services"), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A ("Project").

### 2 COMPENSATION

2.1 CLIENT shall pay CONSULTANT, as compensation for the Services ("Compensation"), based on CONSULTANT's Billing Rate schedule ("Rate Schedule"), Attachment B, incorporated herein by reference.

### 3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within 30 calendar days after receipt of CONSULTANT's monthly invoice.

3.2 CLIENT agrees that timely payment is a material term of this Agreement, and failure to make timely payment as agreed constitutes a material breach hereof. Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

### 4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until December 31, 2012, unless terminated earlier pursuant to this Agreement.

## **5 CLIENT'S RESPONSIBILITIES**

5.1 CLIENT shall designate in writing a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control which CLIENT may lawfully release, including but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information relating to the Services and requested by CONSULTANT. CLIENT shall also disclose to CONSULTANT hazards at the project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information provided by CLIENT, CLIENT's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable, the following:

5.5.1 All published advertisements for bids;

5.5.2 All necessary land, easements, and rights-of-way;

5.5.3 All items and services not specifically covered by the terms and conditions of this Agreement.

5.6 CLIENT shall pay for any costs associated with the above items.

## **6 CONSULTANT'S RESPONSIBILITIES**

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.



6.4 CONSULTANT may, during the course of its Services, prepare opinions of the cost of construction. CLIENT acknowledges, however, that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, the design of which is contemplated by this Agreement, all of which are and will unavoidably remain in a state of change. CLIENT therefore acknowledges that CONSULTANT cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its cost estimates.

6.5 When CONSULTANT provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify CLIENT of any observed defects in the Work; will otherwise make reasonable efforts to guard CLIENT against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. The providing of on-site monitoring personnel will not, however, cause CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, CONSULTANT's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by CONSULTANT during such periodic visits shall not make CONSULTANT responsible for, nor relieve the construction contractor of the sole responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto.

6.7 All samples, sample residues, and byproducts from the sample testing process relating to the Services shall be disposed of by CONSULTANT in accordance with applicable Law. If included in the Scope of Services, CONSULTANT shall also dispose of all non-hazardous waste generated in the performance of the Services.

6.8 CONSULTANT shall not arrange or otherwise be responsible for the disposal of any regulated waste, including but not limited to toxic, radioactive or hazardous substances, wastes or materials ("Hazardous Wastes") associated with the Services, either directly or indirectly through its subcontractors or others. CONSULTANT, at CLIENT's request, may assist the CLIENT in identifying or evaluating disposal alternatives for the off-site treatment, storage or disposal of Hazardous Wastes, but neither CONSULTANT nor others for whom CONSULTANT bears responsibility related to the Services shall make any independent determination relating to the selection of a treatment, storage or disposal facility or sign any hazardous waste manifest.

## **7 CHANGE ORDERS**

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the scope of Services. To the extent that the scope of the Services to be performed by CONSULTANT has been affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment C, incorporated herein by reference, and executed by both parties.

**8 FORCE MAJEURE**

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

**9 CONFIDENTIALITY**

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) received by CONSULTANT on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Subcontracted Services ("Law"), but only after actual prior written notice has been received by the CLIENT and CIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

**10 RIGHTS IN DATA**

10.1 All work products provided by CONSULTANT to CLIENT shall be deemed to be work-for-hire and shall belong to CLIENT ("Work Product"). Methodologies and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's subcontractors and subconsultants.

**11 INSURANCE**

11.1 CONSULTANT will maintain the following coverages while performing Services, subject to the terms and conditions of the policies.

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Contractors Pollution Liability	\$1,000,000

The CLIENT shall be named as additional insured, as its interest may appear, under the CONSULTANT's Commercial General Liability policy and Automobile Liability policy.

## **12 INDEMNITY**

12.1 CONSULTANT agrees to indemnify CLIENT, its officers, directors and employees, from loss or damage for bodily injury or property damage, ("Claims"), to the extent caused by the negligence or willful misconduct of CONSULTANT in the performance of the Services. This obligation to indemnify CLIENT shall not impose any obligation on CONSULTANT that exceeds the Limitation of Liability provisions set forth below.

12.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **13 LIMITATION OF LIABILITY (Not Used)**

## **14 PREEXISTING CONDITIONS**

14.1 CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

## **15 SOFTWARE**

15.1 CONSULTANT, as part of the Services, may furnish, recommend, or identify to CLIENT certain third party software. As CONSULTANT is not the author, manufacture, or developer of such software, CONSULTANT does not give any warranty, express or implied of third party software, and shall not be liable for any defects in such software but will pass the manufacturer's warranty to the CLIENT.

15.2 CONSULTANT warrants that as to Software developed under this Agreement that: (i) the Software will perform substantially in accordance with written materials provided with the software for a period of 90 days from the date that it is received by CLIENT; and (ii) the media on which the Software is distributed shall be free from defects in materials and workmanship for a period of 90 days from the date that it is received by the CLIENT. CONSULTANT's entire liability and CLIENT'S exclusive remedy under this limited warranty will be, at its option, either (i) the return of the price paid for the Software or (ii) repair or replacement of the Software or the media that is returned to CONSULTANT. This limited warranty is void if the failure of the Software or media is due to accident, abuse, misapplication or unauthorized modification. Any replacement Software or media will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

15.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. CONSULTANT DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE THAT CLIENT SELECTS FOR ITS USE, OR THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED. CONSULTANT FURTHER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE OF THE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS WITH RESPECT TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONSULTANT SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. SOME STATES' JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CLIENT UNDER SUCH CIRCUMSTANCES.

## **16 SUSPENSION**

16.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

## **17 TERMINATION**

17.1 CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

## **18 DISPUTES RESOLUTION - ARBITRATION (Not Used)**

**19 NOTICE**

19.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with the a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

**CLIENT**

\_\_\_\_\_  
County of Oneida  
\_\_\_\_\_  
800 Park Avenue  
\_\_\_\_\_  
Utica, NY 13501

Attn: \_\_\_\_\_

**CONSULTANT**

\_\_\_\_\_  
C&S Engineers, Inc.  
\_\_\_\_\_  
499 Col. Eileen Collins Blvd.  
\_\_\_\_\_  
Syracuse, NY 13212

Attn: James F. Morrissey, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

**20 SURVIVAL OF CONTRACT TERMINATION**

20.1 The Articles relating to Indemnification and Limitation of Liability shall survive termination the completion of the Services, payment in full of the Compensation and termination of this Agreement.

**21 MISCELLANEOUS**

21.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.

21.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party(ies).

21.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

21.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

21.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

21.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

21.7 Venue, Jurisdiction and Process. The parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

21.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

21.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

21.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

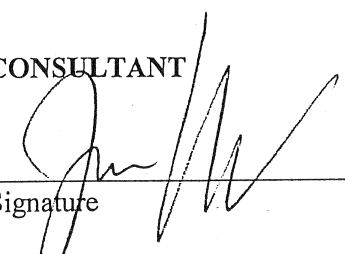
**CLIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

**CONSULTANT**

  
\_\_\_\_\_  
Signature

James F. Morrissey, P.E.

\_\_\_\_\_  
Name (Printed or Typed)

2.14.2012  
\_\_\_\_\_  
Date

## ATTACHMENT A

### ONEIDA COUNTY 2012 PROJECTS

BIN 3310400, Coal Hill Road / Fall Brook (Annsville)  
BIN 3310540, Cemetery Road / West Branch Fish Creek (Camden)  
Replacement of Structure C1-22, Pleasant Street over Branch Starch Factory Cr. Town of New  
Hartford

#### CONSTRUCTION INSPECTION SCOPE OF WORK & PROJECT DESCRIPTION

The Consultant will provide construction inspection services for County Funded Bridge Replacement / Rehabilitation projects to be built in 2012. The Consultant shall provide a billing rate schedule for all personnel to be utilized, including office support staff. Overtime multipliers for applicable personnel are to be included. Hourly billing rates for field personnel shall include all materials and equipment necessary to effectively carry out the duties of an inspector. Inspectors will bill for actual time on site and office review time only. Due to the nature of County bridge projects a field office is not typically provided. The consultant's rate shall take into account the use of a private or consultant supplied vehicle as a field office. Document printing, copying, photo logs and mailings shall be billed as reimbursable expenses with no markup.

Full time construction inspection services will not be required. The Consultant will be required to provide "as needed" or part time inspection services, dependent upon the scope of the project. Oneida County may also require a single inspector to cover multiple project sites.

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:
  - a. Keep a diary and digital photo log of all events pertinent to the progression of the project.
  - b. Verify that materials utilized are as specified in the contract documents.
  - c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
  - d. Document quantities in a manner sufficient to recommend payment for work completed.
  - e. Review and make recommendation of Contractor's requests for payment.
  - f. Keep County Liaison informed of progression of work.
2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.
3. The Project Manager will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.

4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.
5. The inspector will keep a project specific diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.
6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.
11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
12. The inspector will invoice the County monthly for services rendered. Personnel billing rates, and reimbursable expenses shall be submitted and shall be marked "Exhibit B".



Attachment B

BIN 3310400, Coal Hill Road / Fall Brook (Annsville)  
BIN 3310540, Cemetery Road / West Branch Fish Creek (Camden)  
Replacement of Structure C1-22, Pleasant Street over Branch Starch Factory Cr. Town of New  
Hartford

2012 BILLING RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Rate*</u>	<u>Overtime Category</u>
Project Manager	\$110.00	A
Chief Construction Inspector	\$ 74.50**	B
Chief Construction Inspector (OT)	\$ 54.50**	B
Administrative Assistant	No Charge	C

Overtime Policy

A indicates no compensation for overtime

B indicates straight time for overtime

C indicates rate times 1.5 for overtime

Reimbursable Expense Rates

External reprographic services and priority mailings will be billed with no markup. There will be no charge for regular mailings, faxes, and copying done from our office.

Maximum Contract Value

The fee amount paid to the Consultant shall not exceed \$133,175.00

\* Rates shown are for the 2012 calendar year. Billing rates will be escalated 3% for work performed during 2013.

\*\* Hourly rate of \$74.50 for the first 40 hours of work per week, \$54.50 per hour for additional hours (over 40).

**Attachment C**

Contract No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

Effective Date \_\_\_\_\_

**CHANGE ORDER**

In accordance with Article 7 of the Consulting Services Agreement (Hourly Rate) (Env) dated \_\_\_\_\_, 2012 ("Agreement") between Oneida County ("CLIENT") and C&S Engineers, Inc. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

**1. Change in Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Change in time of Performance (attach schedule if appropriate):**

\_\_\_\_\_

**3. Change in CONSULTANT's Compensation:**

\_\_\_\_\_

All other terms and conditions remain unchanged.

**CLIENT**

**CONSULTANT**

\_\_\_\_\_  
Signature

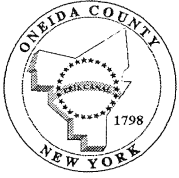
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



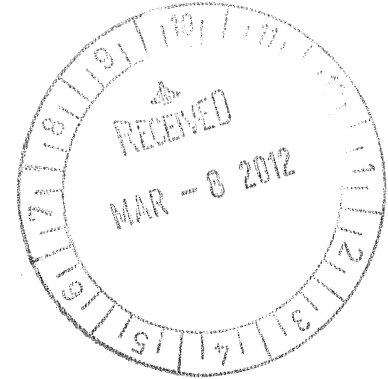
COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

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

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX (315) 798-2390  
www.ocgov.net

March 7, 2012

FN 20 12-146



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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Fiorini:

Oneida County Sheriff's Deputy Kurt Wyman protected and served the citizens of our county and our nation with honor. Kurt was tragically killed last year in the line of duty, becoming the first deputy to be killed in the line of duty since the creation of the Oneida County Sheriff's Office in 1798.

Kurt serves as an inspiration to the men and women of our Sheriff's Office, to the members of all law enforcement departments, and to all the people of our community. We must never forget him or his supreme sacrifice.

We are jointly requesting the dedication of an appropriate memorial to Deputy Wyman. We are therefore requesting the naming and dedication of the Law Enforcement Building in Whitestown as the "Deputy Kurt B. Wyman Law Enforcement Building."

This dedication will ensure that future generations of law enforcement personnel, all who visit our County and, most importantly, Kurt's children, will know of his heroism, his commitment and his sacrifice and will understand what he meant to this community.

Sincerely,

Anthony J. Picente Jr.  
Oneida County Executive

Robert M. Maciol  
Oneida County Sheriff



Office of the Sheriff

County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff

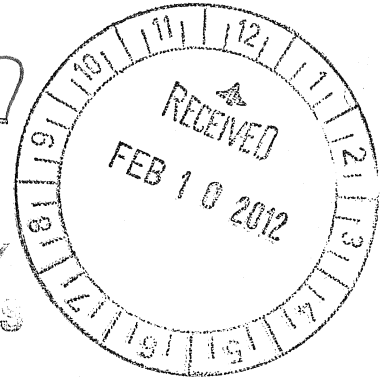
Jonathan G. Owens, Chief Deputy

Gabrielle O. Liddy, Chief Deputy

February 7, 2012

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

FN 20 12-1417



PUBLIC SAFETY  
WAYS & MEANS

Dear County Executive Picente:

I am respectfully requesting that after your review, the attached proposed resolution be put to the Board of Legislators for approval. This resolution will permit the Sheriff to appoint the Hamilton College Security Guards as "Private College Campus Security Officers" pursuant to the NYS Education Law.

Hamilton College Campus Safety has traditionally operated as a security department for the college. Over the past several years they have become a busier department utilizing law enforcement resources on a regular basis. Many of these issues are minor offenses involving alcohol or violation amounts of marihuana. As a security department, Campus Safety has no legal authority to confiscate or hold small amounts of marihuana for destruction at a later date.

Allowing the Hamilton College Security Guards to be appointed as "Private College Campus Security Officers" will permit the Campus Safety department to handle many of the minor offenses committed on campus. Campus Safety Officers would be authorized to confiscate alcohol, violation amounts of marihuana (to be turned over to the Oneida County Drug Task Force in a timely manner,) and handle minor criminal and non-criminal offenses, thereby freeing up the law enforcement resources that would be required to otherwise respond to the college and handle the complaint.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Oneida County Sheriff

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

Anthony J. Picente, Jr.  
County Executive

Date 2/8/12

Cc: County Attorney Greg Amoroso

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

*INTRODUCTORY  
NO.*

*F. N. 2012-*

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY:  
2ND BY:*

*RE: RESOLUTION PERMITTING THE ONEIDA COUNTY SHERIFF TO  
APPOINT COLLEGE SECURITY GUARDS AS "PRIVATE COLLEGE  
CAMPUS SECURITY OFFICERS" PURSUANT TO EDUCATION LAW  
SECTION 6435 AND COUNTY LAW SECTION 662*

WHEREAS, Section 6435 of the Education Law allows for the appointment of security guards employed by independent non-profit colleges as "private college campus security officers," which would grant these security guards expanded powers as delineated in said Section 6435, and

WHEREAS, Section 662 of the County Law specifically grants the Sheriff the ability to make these "private college campus security officer" appointments where the college is within the Sheriff's jurisdiction but outside any city, and

WHEREAS, Section 662 requires that this Board of County Legislators must adopt a resolution or local law authorizing the Sheriff to appoint "private college campus security officers" before the Sheriff can make such appointments, and

WHEREAS, Hamilton College, in Clinton, New York, is a private college wholly within the jurisdiction of the Sheriff of Oneida County but outside any city, and desires to have its security guards appointed as "private college campus security officers," not therefore, be it hereby

RESOLVED, that the Oneida County Board of Legislators authorizes the Oneida County Sheriff to make appointments of security guards employed by independent non-profit colleges as private college campus security officers, with such appointments to be made in accordance with Section 6435 of the Education Law and Section 662 of the County Law.

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

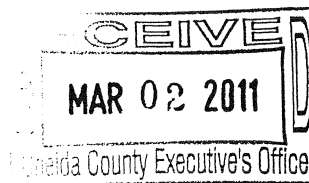
Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Laurie Lisi  
Paul J. Hernon  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman, Jr.  
Todd C. Carville

Dawn Catera Lupi  
First Assistant

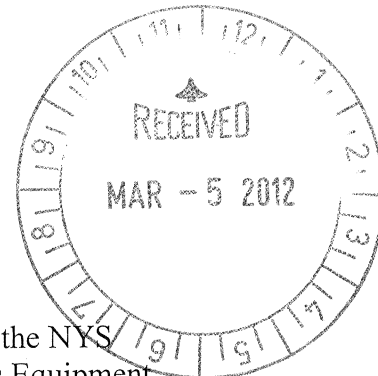
Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson  
John J. Raspante  
Joshua L. Bauer  
Patrick F. Scully  
Christopher D. Hameline  
Steven P. Feiner



FN 20 12 March 1, 2012  
- 148

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

PUBLIC SAFETY  
WAYS & MEANS



Dear Mr. Picente:

The Oneida County District Attorney's Office has received a grant from the NYS Division of Criminal Justice Services for Video Recording of Statements Equipment beginning on July 1, 2011 through June 30, 2012. These funds are for the purchase and installation of audio/video recording systems for the recording of police interviews and interrogations in local law enforcement agencies in Oneida County. Implementation of this project will bring comprehensive police interrogation recording countywide.

Therefore, I respectfully request a supplemental appropriation of \$50,000.00 for the 2012 fiscal year.

**To: A1165.495128 – Video Recording Grant Expenditures \$ 50,000.00**

This appropriation will be supported by unanticipated revenue in:

**From: A3044 – State Aid – Video Recording \$ 50,000.00**

Sincerely,

Scott D. McNamara  
Oneida County District Attorney

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

Anthony J. Picente, Jr.  
County Executive

Date 3/5/12

Cc: T. Keeler, Budget  
S. Brown, Audit & Control  
G. Amoroso, County Attorney

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



# Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Supervisors  
Thomas Brognano  
Patrick Cady  
Paula Mrzlikar

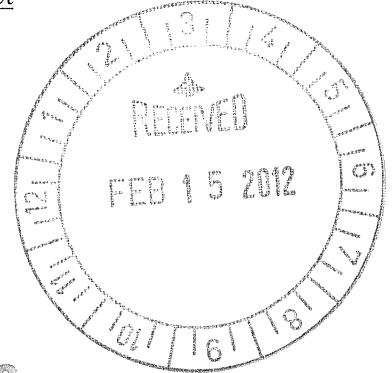
January 31, 2012

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

FN 20 12-149

PUBLIC SAFETY

WAYS & MEANS



Re: ATI (Alternatives to Incarceration) Services Plan  
2011 - Amended

Dear Mr. Picente:

Attached is the paperwork approving our Contract with DCJS reimbursing us for 2011. It was approved for \$52,828 and later reduced to \$43,781 which we collected. DCJS is in the process of changing the contracts from 1/1/ - 12/31 to 7/1 – 6/30. Consequently, they have amended our contract to extend it through June 30, 2012. Although it calls for \$65,898 we have already been reimbursed for \$43,781, (balance \$22,117).

We, therefore, ask that the Board approve this amendment/extension to continue our reimbursement process. Upon their approval, please sign the contract electronically. Judi has the instructions.

Your assistance and support of our programming continues to be most appreciated.

Very truly yours,

DAVID TOMIDY  
PROBATION DIRECTOR

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

Anthony J. Picente, Jr.  
County Executive

Date 2/15/12

DT:kas  
Attachments

Oneida Co. Department: Probation

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP  X

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Domicile Restriction

Proposed Dates of Operation: 1/1/2011 to 6/30/2012

Client Population/Number to be Served:

Summary Statements:

- 1) Narrative Description of Proposed Services: Provides Alternative to Incarceration both at the Pre-Trial and Post-Sentencing stages of the Legal Process and is a graduated sanction of Probation. It allows home sobriety checks and surveillance of Sex Offenders' movements.
- 2) Program/Service Objectives and Outcomes: Replaced 15,345 days of incarceration at County Jail – savings of \$85.00 per day = \$1,304,325. Allows employed Defendants to continue working.
- 3) Program Design and Staffing: Reducing burden on Social Services (72 full-time; 31 part-time; 18 students). One Probation Officer and two Probation Assistants install and monitor equipment and report compliance/violations to the Court.

Total Funding Requested:

Account #: 3141

\$357,825 of which we are requesting \$65,898 from New York State in this Application.

Oneida County Dept. Funding Recommendation: (Approved in 2011 Budget) \$52,828 from DCJS, \$35,000 from DSS to keep Defendants working, \$7,800 Bail Poundage, and \$6,291 from Utica Police for Ride-Along surveillance.

Proposed Funding Sources (Federal \$/State\$/County\$): \$65,898 from DCJS, \$52,500 from DSS, \$11,700 Bail Poundage, and \$9,450 from Utica Police

Cost Per Client Served: \$1.97 per day per client

Past Performance Data: 85% reduction in recidivism which on Domicile Restriction - 101 successfully completed in 2010.

O.C. Department Staff Comments: Probation Department highly recommends applying for State funding to continue programming as this Project provides a cost effective alternative to incarceration. It reduces county costs to the jail and provides opportunity for community-based supervision and service provision. It should further be noted that the above figures do not include \$1,664,901 in savings on Family Court placements averted.



Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures

Participant: Oneida County

Project	<b>General</b>	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
Home Search Open Locked	Complete screen information and save. Add a Program Purpose Area (if applicable). Once finished, proceed to Participants tab. For contract certifications, appendices and supporting documentation, please visit the DCJS website for available downloads. When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.							
Go to	Contract Number	C523381	Federal Agency Name					
Attachment	DCJS Number	13C0523381	Cost Center Funding Year		2010		2011	
Progress	CFDA Number		Project Created Date					
Equipment	CFDA Description							
Reports	Project Title *	Oneida County Domicile Restriction Program						
Application	(60 Character Limit)							
Deficiency	Project Start Date	01/01/2011	(If known or applicable)	Submission Date	01/12/2012 02:12 PM			
Draft	Project End Date	06/30/2012	(If known or applicable)	Grant Funds	\$65,898.00	100.00%		
Contract	Project Period	Years 1	Months 6	Matching Funds	\$0.00	0.00%		
Help				Total Funds	\$65,898.00			
Logout								

Login ID: oneipd County  Have you included a file attachment with this submission?

Version 2.4.7

Summary Description of Project (Please limit to one or two paragraphs)

The Domicile Restriction Program is designed to alleviate jail crowding, giving the defendants the opportunity to remain employed, as well as promote family stability. This is done by placing defendants under house arrest and effectively monitoring their compliance. In addition, this program promotes public safety.

Program Purpose Area.

Program Purpose Code	Description	Remove
<input type="button" value="Cancel"/>	<input type="button" value="Check Spelling"/>	

\* - Mandatory Field

Approved as to Form Only  
 Assistant County Attorney  
 By: *Raymond F. Bara*  
 Raymond F. Bara  
 Assistant County Attorney

**Project #:** CL11-1014-E01 **OPCA ATI Classification** **Project Status:** Pending Signatures  
**Participant:** Oneida County

Project

Home Search Open	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
	Click "Add Participant"* to begin a search of existing Grantees and Implementing Agencies, or click on the Participant Name to view the details for that Participant. If the contact information has changed for grantee, implementing agency or contact, please do not attempt to re-enter the information. E-mail DCJS with your corrections. When you have finished adding Participants, please go to the Budget tab.						

Go to Attachment Progress Equipment


#	Participant Name	Participant Type	Deficient
1	Oneida County	Grantee	no
2	Oneida County Probation Department	Implementing Agency	no

Total Records: 2

Reports Application Deficiency Contract Award

\*A Participant is a Grantee or an Implementing Agency. If the same organization or unit of government serves as both grantee and implementing agency, please enter your organization once only as the grantee. If a consortium, you may add multiple implementing agencies.

Help Logout

Contacts for Participant    
 (One Implementing Agency must include Primary, Fiscal and Signatory contact information. You do not need to enter all contact types for all Participants)

Login ID: oneipd

#	Contact Name	Contact Type	Phone	Email	Deficient
1	Ms. Sheryl Brown	Fiscal	315-798-5914	Sbrown@ocgov.net	no
2	Hon. Anthony J. Picente jr.	Signatory	315-798-2390	jasmith@ocgov.net	no

Total Records: 2

Version 2.4.7

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Project	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Home Search Open Locked	96 Participant Type <input type="text" value="Grantee"/>						
	Participant Name * <input type="text" value="Oneida County"/>						
	Address * <input type="text" value="800 Park Avenue"/>						
Go to Attachment Progress Equipment	Address2 <input type="text"/>						
	City * <input type="text" value="Utica"/>		State * <input type="text" value="New York"/>		Zip * <input type="text" value="13501"/>		
	County <input type="text" value="Oneida"/>						

Reports If the information is not correct, click here to send an email to correct the information.

Application Deficiency Contract Award	Website Address	<input type="text"/>
	SFS Vendor Number	<input type="text" value="1000002595"/>
Help Logout	Employer Identification Number	<input type="text" value="156000460"/>
	Municipality No	<input type="text" value="300100000000"/>
Login ID: oneipd	Dun & Bradstreet No	<input type="text"/>
	Cage Code	<input type="text"/>
Version 2.4.7	Charities Registration No	<input type="text"/>
	<input type="checkbox"/> Not for Profit	
	<input type="checkbox"/> Sectarian Entity	
	Vendor Responsibility Profile on file with OSC -	<input type="text" value="No"/>

Charity Registration Exemptions

Last Dos Charities Filing  Last Vendor Representative Filing

Remarks (2000 Character Limit)

\* - Mandatory Field

Project Participant

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Project	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Home Search Open Locked	96 Participant Type <input type="text" value="Implementing Agency"/>						
	Participant Name * <input type="text" value="Oneida County Probation Department"/>						
	Address * <input type="text" value="Union Station"/>						
Go to Attachment Progress Equipment	Address2 <input type="text" value="321 Main Street"/>						
	City * <input type="text" value="Utica"/>		State * <input type="text" value="New York"/>		Zip * <input type="text" value="13501"/>		
	County <input type="text" value="Oneida"/>						

Reports If the information is not correct, click here to send an email to correct the information.

Application	Website Address	<input type="text"/>
Deficiency	SFS Vendor Number	<input type="text" value="1000002595"/>
Contract Award	Employer Identification Number	<input type="text" value="156000460"/>
Help Logout	Municipality No	<input type="text" value="300100000000"/>
Login ID: oneipd	Dun & Bradstreet No	<input type="text"/>
	Cage Code	<input type="text"/>
Version 2.4.7	Charities Registration No	<input type="text"/>
	<input type="checkbox"/> Not for Profit	
	<input type="checkbox"/> Sectarian Entity	
	Vendor Responsibility Profile on file with OSC -	<input type="text" value="No"/>
	Charity Registration Exemptions	<input type="text" value="N/A"/>
	Last Dos Charities Filing	<input type="text"/>
	Last Vendor Representative Filing	<input type="text"/>
	Remarks (2000 Character Limit)	<input type="text"/>

\* - Mandatory Field

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
	Contact Type <input type="text" value="Fiscal"/>							

First Name \*  M Last Name \*

Go to Attachment Progress Equipment

Agency

Title

Reports Application Deficiency Draft Contract

Salutation

Address \*

Address2

City \*  State \*  Zip \*

Help Logout County

Login ID: oneipd

Email

Please note: Without a valid email address, automated notification will not occur.

Version 2.4.7

Phone \*  Ext.

Fax

\* - Mandatory Field

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Project  
Home Search  
Open Locked

General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
---------	--------------	--------	-----------	-----------	------------	------------	--------------------

Contact Type

First Name \*  M Last Name \*   
 Hon.     Jr.

Go to  
Attachment

Agency

Progress  
Equipment

Title

Reports  
Application

Salutation

Deficiency  
Draft

Address \*

Contract

Address2

City \*  State \*  Zip \*

Help  
Logout

County

Login ID:  
oneipd

Email

Please note: Without a valid email address, automated notification will not occur.

Version  
2.4.7

Phone \*  Ext.

Fax

\* - Mandatory Field

Project Budget

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
 Participant: Oneida County

Project	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
Home	Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time.							
Search	Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab. Click here to view previous Project Budgets							
Open								
Locked								

Go to	Budget Summary			
Attachment	Participant	Grant Funds	Matching Funds	Total
Progress	Oneida County	\$65,898.00	\$0.00	\$65,898.00
Equipment	Oneida County Probation Department	\$0.00	\$0.00	\$0.00
	Total	100.00%	\$65,898.00	0.00%

Reports  
 Application Advance Request Amount (If not requesting an advance, please skip) \$ 0.00

Deficiency Advance Request Justification (200 character limit)

Draft

Contract

Help  
 Logout Budget Summary by Participant  
 Oneida County

Login ID: oneipd  
 Version 1 - Edit (Click here to add more lines to budget categories)

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Class10 - Oneida County Domicile Restriction Progr...	1	\$43,781.00	\$43,781.00	\$43,781.00	\$0.00	no
Total				\$43,781.00	\$43,781.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$43,781.00	\$43,781.00	\$0.00

Version 2 - Edit (Click here to add more lines to budget categories)

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	CL11-Oneida County Domicile Restriction Program 1...	1	\$22,117.00	\$22,117.00	\$22,117.00	\$0.00	no
Total				\$22,117.00	\$22,117.00	\$0.00	

Version 2 Total	Total Cost	Grant Funds	Matching Funds
	\$22,117.00	\$22,117.00	\$0.00

Oneida County Probation Department

Project Budget

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
 Participant: Oneida County

Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
-------------------------	---------	--------------	--------	-----------	-----------	------------	--------------------

All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

All Other Expenses Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Class10 - Oneida County Domicile Restriction Progr...	1	\$43,781.00	\$43,781.00	\$43,781.00	\$0.00	no
Total				\$43,781.00	\$43,781.00	\$0.00	

Choose a different Category to work on:  or

Login ID: oneipd Edit information for this budget line item and press Save.

Version 2.4.7

Description \*  
 Class10 - Oneida County Domicile Restriction Program 1/1/2011-06/30/2012- Based on maximum state reimbursement amount in Appendix B1

Number \*      Unit Cost \*      Total Funds  
 1              x \$ 43,781.00      = \$43,781.00

Total Funds      Matching Funds      Grant Funds  
 \$43,781.00 - \$ 0.00      = \$43,781.00

Justification \*  
 Class 2010 Funds - Oneida County Domicile Restriction Program. See attached Appendix B1

\* - Mandatory Field



Project Budget

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
 Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.						
Open	You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.						
Locked	All Other Expenses Budget for Oneida County Version 2						

Go to  
 Attachment  
 Progress  
 Equipment

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	CL11-Oneida County Domicile Restriction Program	1	\$22,117.00	\$22,117.00	\$22,117.00	\$0.00	no
Total				\$22,117.00	\$22,117.00	\$0.00	

Reports  
 Application  
 Deficiency  
 Contract  
 Award

Choose a different Category to work on:  or

Help  
 Logout

Login ID:  
 oneipd

Edit information for this budget line item and press Save.

Version  
 2.4.7

Description \*  
 CL11-Oneida County Domicile Restriction Program 1/1/2011-06/30/2012- Based on maximum state reimbursement amount in Appendix B1

Number \*      Unit Cost \*      Total Funds  
 1              x \$ 22,117.00      = \$22,117.00

Total Funds      Matching Funds      Grant Funds  
 \$22,117.00 - \$ 0.00      = \$22,117.00

Justification \*  
 SEE APPENDIX B1 PERFORMANCE BASED BUDGET

\* - Mandatory Field

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
 Participant: Oneida County

Project	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
Home Search	Please enter a Project Goal and Save. Then move on to add Objectives and Tasks.							
Open	Project Goal							
Locked								

Go to The Oneida County Domicile Restriction program's goal is to reduce recidivism, promote public safety and enhance defendant/offender accountability through community corrections. Work Plan Term: 1/1/2011-06/30/2012.

Attachment Progress Equipment

Reports Use this summary to track your progress through the Workplan. Once you have created an Objective, please add the Tasks and Performance Measures associated with that Objective before moving on to create new Objectives. Once you have finished your Workplan, please answer program Specific Questions on the Questions tab (if applicable).  
 Click on the Objective or Task Name to view the details

Application Deficiency Draft Contract

Objective #1	Deficient
<b>Objective Name</b>	no
Place 153 individuals into the Domicile Restriction program.	

Help Logout

<b>Task #1 for Objective #1</b>	Deficient
The following tasks are associated with this objec...	no

Login ID: oneipd

<b>#</b>	<b>Performance Measure</b>	Deficient
1	The number of individuals placed in the program.	no

Version 2.4.7

Objective #2	Deficient
<b>Objective Name</b>	no
131 participants will successfully complete the program.	

<b>Task #1 for Objective #2</b>	Deficient
The following tasks are associated with this objec...	no

<b>#</b>	<b>Performance Measure</b>	Deficient
1	The number of individuals successfully completing ...	no

Objective #3	Deficient
<b>Objective Name</b>	no
To provide additional program related data to OPCA.	

<b>Task #1 for Objective #3</b>	Deficient
Gather and provide additional program related data...	no

<b>#</b>	<b>Performance Measure</b>	Deficient
1	Number of individuals interviewed/assessed/evaluat...	no

Project Objective

Objective #4		Deficient
<b>Objective Name</b>		no
To provide additional program related data to OPCA.		
<b>Task #1 for Objective #4</b>		Deficient
Gather and provide additional program related data...		no
<b>#</b>	<b>Performance Measure</b>	<b>Deficient</b>
1	Total number of individuals terminated unsatisfact...	no

Objective #5		Deficient
<b>Objective Name</b>		no
To provide demographic information on new program participants for OPCA.		
<b>Task #1 for Objective #5</b>		Deficient
Obtain and provide the following demographic infor...		no

#	Performance Measure	Deficient
1	Number of predicate felonies as Most Serious Type ...	no
2	Number of predicate felonies as Most Serious Type ...	no
3	Number of felonies as Most Serious Charge Type at ...	no
4	Number of felonies as Most Serious Charge Type at ...	no
5	Number of misdemeanors as Most Serious Charge Type...	no
6	Number of misdemeanors as Most Serious Charge Type...	no
7	Number of other as Most Serious Charge Type at Arr...	no
8	Number of other as Most Serious Charge Type at Arr...	no
9	Number of clients of Hispanic Ethnicity that are m...	no
10	Number of clients of Hispanic Ethnicity that are f...	no
11	Number of clients of Non-Hispanic Ethnicity that a...	no
12	Number of clients of Non-Hispanic Ethnicity that a...	no
13	Number of clients of Unknown Ethnicity that are ma...	no
14	Number of clients of Unknown Ethnicity that are fe...	no
15	Number of clients of White Race that are male.	no
16	Number of clients of White Race that are female.	no
17	Number of clients of Black Race that are male.	no
18	Number of clients of Black Race that are female.	no
19	Number of clients of American Indian/Alaskan Nativ...	no
20	Number of clients of American Indian/Alaskan Nativ...	no
21	Number of clients of Asian/Pacific Islander Race t...	no
22	Number of clients of Asian/Pacific Islander Race t...	no
23	Number of clients of Other Race that are male.	no
24	Number of clients of Other Race that are female.	no
25	Number of clients of Unknown Race that are male.	no
26	Number of clients of Unknown Race that are female.	no
27	Number of clients with age: less than 16 that are ...	no
28	Number of clients with age: less than 16 that are ...	no
29	Number of clients with age: 16-17 that are male.	no
30	Number of clients with age: 16-17 that are female.	no
31	Number of clients with age: 18 that are male.	no
32	Number of clients with age: 18 that are female.	no

33	Number of clients with age: 19-20 that are male.	no
34	Number of clients with age: 19-20 that are female.	no
35	Number of clients with age: 21-24 that are male.	no
36	Number of clients with age: 21-24 that are female.	no
37	Number of clients with age: 25-34 that are male.	no
38	Number of clients with age: 25-34 that are female.	no
39	Number of clients with age: 35-44 that are male.	no
40	Number of clients with age: 35-44 that are female.	no
41	Number of clients with age: 45-54 that are male.	no
42	Number of clients with age: 45-54 that are female.	no
43	Number of clients with age: 55-64 that are male.	no
44	Number of clients with age: 55-64 that are female.	no
45	Number of clients with age: 65+ that are male.	no
46	Number of clients with age: 65+ that are female.	no
47	Number of clients with age: Unknown that are male.	no
48	Number of clients with age: Unknown that are femal...	no

Objective #6

<b>Objective Name</b>	<b>Deficient</b>
Provide Anecdotal Case.	no

Task #1 for Objective #6

<b>Deficient</b>	
Select a program participant who successfully util...	no

# Performance Measure

<b>Deficient</b>		
1	Number of anecdotal case examples provided (one pe...	no

Objective #7

<b>Objective Name</b>	<b>Deficient</b>
Describe Corrective Action Plan for unreached milestone target, if needed. (N/A if not needed.)	no

Task #1 for Objective #7

<b>Deficient</b>	
Provide OPCA Corrective Action Plan for unreached ...	no

# Performance Measure

<b>Deficient</b>		
1	Number of corrective action plans provided. (N/A i...	no

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 1 of 7 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)						
Open	Place 153 individuals into the Domicile Restriction program.						
Locked							

[Go to](#)  
 Attachment \* - Mandatory Field  
 Progress  
 Equipment

[Reports](#)  
 Application  
 Deficiency  
 Contract  
 Award

[Help](#)  
[Logout](#)

Login ID:  
 oneipd

Version  
 2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	<u>Objective 1</u>						
Open	Place 153 individuals into the Domicile Restriction program.						
Locked	<u>Task 1 of 1 *</u>						

Go to The following tasks are associated with this objective: CASES ACCEPTED FOR ELECTRONIC  
Attachment MONITORING: 1. All probation officers conducting pre-sentence investigations recommending a split-  
Progress sentence will state in the evaluative analysis the defendant is eligible for domicile restriction in lieu of  
Equipment incarceration. Probation orders and conditions signed by the judge would indicate the period of  
domicile restriction imposed; 2. The sentencing courts in which a pre-sentence investigation is not  
ordered will notify the Domicile Restriction program with a court order; 3. All probation officers  
supervising criminal court sentenced offenders will notify the Domicile Restriction program if during a  
violation of probation matter before the court a graduated sanction of Domicile Restriction is  
recommended in lieu of incarceration. The court order by the judge would indicate the period of  
domicile restriction. Maintain the following case file documentation: a. A copy of the pre-sentence  
investigation, orders and conditions of probation and a court ordered Domicile Restriction form. b. A  
copy of the court ordered Domicile Restriction form for b and c above.

Reports  
Application  
Deficiency  
Contract  
Award

Cancel    Check Spelling

\* - Mandatory Field

Login ID:  
oneipd

Version  
2.4.7

Project Performance Measure

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures

Participant: Oneida County

	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Home Search Open Locked	<p><u>Objective 1</u> Place 153 individuals into the Domicile Restriction program.</p> <p><u>Task 1</u> The following tasks are associated with this objective: <b>CASES ACCEPTED FOR ELECTRONIC MONITORING:</b> 1. All probation officers conducting pre-sentence investigations recommending a split sentence will state in the evaluative analysis the defendant is eligible for domicile restriction in lieu of incarceration. Probation orders and conditions signed by the judge would indicate the period of domicile restriction imposed; 2. The sentencing courts in which a pre-sentence investigation is not ordered will notify the Domicile Restriction program with a court order; 3. All probation officers supervising criminal court sentenced offenders will notify the Domicile Restriction program if during a violation of probation matter before the court a graduated sanction of Domicile Restriction is recommended in lieu of incarceration. The court order by the judge would indicate the period of domicile restriction. Maintain the following case file documentation: a. A copy of the pre-sentence investigation, orders and conditions of probation and a court ordered Domicile Restriction form. b. A copy of the court ordered Domicile Restriction form for b and c above.</p>						
Go to Attachment Progress Equipment	<p><u>PerformanceMeasure 1 of 1 *</u> The number of individuals placed in the program.</p>						
Reports Application Deficiency Contract Award	<p><input type="button" value="Cancel"/> <input type="button" value="Check Spelling"/></p>						
Help Logout	<p>* - Mandatory Field</p>						
Login ID: oneipd							

Version 2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
Search	Objective 2 of 7 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)						
Open	131 participants will successfully complete the program.						
Locked							

Go to  
Attachment \* - Mandatory Field  
Progress  
Equipment

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7



Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 2						
Open	131 participants will successfully complete the program.						
Locked	Task 1 of 1 *						

**Go to** The following tasks are associated with this objective: CASES SATISFACTORILY COMPLETING ELECTRONIC MONITORING: 1. All defendants, as part of a split-sentence or conditional discharge in lieu of incarceration in which a pre-sentence was submitted to County, City or Justice Courts, will have electronic monitoring equipment installed on their person, in their home and entered into the department's computer within 24 hours by program staff during the business week. The court will be notified if this is not possible in order to amend the court order. 2. All defendants ordered by the Justice Courts, whether a pre-sentence investigation is/is not conducted, will be processed as soon as the disposition and order are received via mail; 3. All defendants will be monitored either by program staff during business hours or through the computer and, as applicable, with DCJS's supervision rule; 4. The program staff will file misconduct reports with the sentencing court within 24 hours during the business week for non-compliance; 5. If the court orders, the defendant will be reinstated based on the violation; 6. The sentencing court will be notified, in writing, of successful completion of the Domicile Restriction condition. Maintain the following case file documentation: - All defendants will have a case file to include PSI and the court-ordered - All defendants will have a daily contact sheet or computer driven report of contacts. If in violation, a notation of appropriate actions - A successfully completed form sent to the judge

**Reports**  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID: oneipd

\* - Mandatory Field

Version  
2.4.7

Project Performance Measure

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
 Participant: Oneida County

	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Home	<u>Objective 2</u>						
Search	131 participants will successfully complete the program.						
Open	<u>Task 1</u>						
Locked	The following tasks are associated with this objective: CASES SATISFACTORILY COMPLETING ELECTRONIC MONITORING: 1. All defendants, as part of a split-sentence or conditional discharge in lieu of incarceration in which a pre-sentence was submitted to County, City or Justice Courts, will have electronic monitoring equipment installed on their person, in their home and entered into the department's computer within 24 hours by program staff during the business week. The court will be notified if this is not possible in order to amend the court order. 2. All defendants ordered by the Justice Courts, whether a pre-sentence investigation is/is not conducted, will be processed as soon as the disposition and order are received via mail; 3. All defendants will be monitored either by program staff during business hours or through the computer and, as applicable, with DCJS's supervision rule; 4. The program staff will file misconduct reports with the sentencing court within 24 hours during the business week for non-compliance; 5. If the court orders, the defendant will be reinstated based on the violation; 6. The sentencing court will be notified, in writing, of successful completion of the Domicile Restriction condition. Maintain the following case file documentation: - All defendants will have a case file to include PSI and the court-ordered - All defendants will have a daily contact sheet or computer driven report of contacts. If in violation, a notation of appropriate actions - A successfully completed form sent to the judge						
Go to	PerformanceMeasure 1 of 1 *						
Attachment	The number of individuals successfully completing the program.						
Progress	<input type="button" value="Cancel"/> <input type="button" value="Check Spelling"/>						
Equipment	* - Mandatory Field						
Reports							
Application							
Deficiency							
Contract							
Award							
Help							
Logout							
Login ID:							
oneipd							
Version							
2.4.7							

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 3 of 7 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)						
Open	To provide additional program related data to OPCA.						
Locked							

[Go to](#)  
[Attachment](#) \* - Mandatory Field  
[Progress](#)  
[Equipment](#)

[Reports](#)  
[Application](#)  
[Deficiency](#)  
[Contract](#)  
[Award](#)

[Help](#)  
[Logout](#)

Login ID:  
 oneipd

Version  
 2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 3						
Open	To provide additional program related data to OPCA.						
Locked	Task 1 of 1 *						

Gather and provide additional program related data to OPCA.

Go to

Attachment Progress \* - Mandatory Field  
Equipment

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Performance Measure

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 3						
Open	To provide additional program related data to OPCA.						
Locked	Task 1						
	Gather and provide additional program related data to OPCA.						

Go to PerformanceMeasure 1 of 1 \*  
Attachment Progress Equipment Number of individuals interviewed/assessed/evaluated.

Cancel	Check Spelling
--------	----------------

Reports \* - Mandatory Field  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

- Home
- Search
- Open
- Locked

General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
---------	--------------	--------	-----------	-----------	------------	--------------------

Objective 4 of 7 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)  
To provide additional program related data to OPCA.

- Go to
- Attachment
- Progress
- Equipment

\* - Mandatory Field

- Reports
- Application
- Deficiency
- Contract
- Award

- Help
- Logout

Login ID:  
oneipd

Version  
2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 4						
Open	To provide additional program related data to OPCA.						
Locked	Task 1 of 1 *						

Gather and provide additional program related data to OPCA.

Go to Attachment

Progress \* - Mandatory Field  
Equipment

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Performance Measure

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 4						
Open	To provide additional program related data to OPCA.						
Locked	Task 1						

Go to Gather and provide additional program related data to OPCA.

Attachment Progress Equipment PerformanceMeasure 1 of 1 \*  
Total number of individuals terminated unsatisfactorily. Total number administratively discharged.



\* - Mandatory Field

- Reports
- Application
- Deficiency
- Contract
- Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7



Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 5 of 7 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)						
Open	To provide demographic information on new program participants for OPCA.						
Locked							

Go to  
Attachment \* - Mandatory Field  
Progress  
Equipment

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	<u>Objective 5</u>						
Open	To provide demographic information on new program participants for OPCA.						
Locked	<u>Task 1 of 1 *</u>						

Obtain and provide the following demographic information for new participants.

Go to Attachment

Progress \* - Mandatory Field  
Equipment

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 6 of 7 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)						
Open	Provide Anecdotal Case.						
Locked							

Go to  
Attachment \* - Mandatory Field  
Progress  
Equipment

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 6						
Open	Provide Anecdotal Case.						
Locked	Task 1 of 1 *						

Select a program participant who successfully utilized the program's services and provide an anecdotal case.

Go to

Attachment  
Progress



Equipment \* - Mandatory Field

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Performance Measure

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 6						
Open	Provide Anecdotal Case.						
Locked	Task 1						

Go to Select a program participant who successfully utilized the program's services and provide an anecdotal case.

Attachment PerformanceMeasure 1 of 1 \*

Progress Number of anecdotal case examples provided (one per quarter is required).

Equipment

Reports \* - Mandatory Field

Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 7 of 7 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)						
Open	Describe Corrective Action Plan for unreached milestone target, if needed. (N/A if not needed.)						
Locked							

Go to  
Attachment \* - Mandatory Field  
Progress  
Equipment

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project Objective

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Search	Objective 7						
Open	Describe Corrective Action Plan for unreached milestone target, if needed. (N/A if not needed.)						
Locked	Task 1 of 1 *						
	Provide OPCA Corrective Action Plan for unreached milestone target, if needed. (N/A if not needed.)						

Go to  
Attachment  
Progress  
Equipment \* - Mandatory Field

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project **Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures**  
**Participant: Oneida County**

Home	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
Search	<u>Objective 7</u>						
Open	Describe Corrective Action Plan for unreached milestone target, if needed. (N/A if not needed.)						
Locked	<u>Task 1</u>						
	Provide OPCA Corrective Action Plan for unreached milestone target, if needed. (N/A if not needed.)						
<u>Go to</u>	<u>PerformanceMeasure 1 of 1 *</u>						
Attachment	Number of corrective action plans provided. (N/A if not needed.)						
Progress							
Equipment	<input type="button" value="Cancel"/>	<input type="button" value="Check Spelling"/>					

\* - Mandatory Field

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7



Project **Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures**  
**Participant: Oneida County**

Home  
Search  
Open

<a href="#">General</a>	<a href="#">Participants</a>	<a href="#">Budget</a>	<a href="#">Work Plan</a>	<a href="#">Questions</a>	<a href="#">Acceptance</a>	<a href="#">Contract Checklist</a>
-------------------------	------------------------------	------------------------	---------------------------	---------------------------	----------------------------	------------------------------------

No questions are required for your application; please proceed to Acceptance. [Save and Continue](#)

[Go to](#)  
[Attachment](#)  
[Progress](#)  
[Equipment](#)

[Reports](#)  
[Application](#)  
[Deficiency](#)  
[Contract](#)  
[Award](#)

[Help](#)  
[Logout](#)

Login ID:  
oneipd

Version  
2.4.7

Project **Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
	Please certify any visible Assurances. If no Assurances are visible, you may continue editing your application, or submit for consideration. <input type="button" value="Save and Continue"/>							

Go to	#	Assurance	Certified by	Certified Date
-------	---	-----------	--------------	----------------

Attachment Progress Equipment The following Appendices must be certified before the Project can be E-Signed.

	#	Appendix	Certified by	Certified Date
Reports Application Deficiency Draft Contract		Amendment created on - 12/13/2011 Prior Contract Terms Contract Start Date - 01/01/2011 Contract End Date - 12/31/2011 Contract Amount - \$43,781.00		
Help Logout		APPENDIX X AMENDMENT OF GRANT CONTRACT TERMS		
Login ID: oneipd	5	Agency Code: 01490		
Version 2.4.7		This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).  It ...		

Project #: CL11-1014-E01 OPCA ATI Classification Project Status: Pending Signatures  
 Participant: Oneida County

Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
----------------------------------	---------	--------------	--------	--------------	-----------	------------	------------	-----------------------

Certify the Appendix X statement.

- Go to [Appendix X](#)
- Attachment Amendment certified on - 02/07/2012
- Progress Amendment Type - Inc/Ext/Workplan
- Equipment Contract Start Date - 01/01/2011
- Contract End Date - 06/30/2012
- Contract Amount - \$65,898.00
- Reports This appendix displays the values created for this Amendment. Cancel if the values are not correct.
- Application
- Deficiency Amendment created on - 12/13/2011
- Draft Prior Contract Terms
- Contract Contract Start Date - 01/01/2011
- Contract End Date - 12/31/2011
- Contract Amount - \$43,781.00
- Help
- Logout

APPENDIX X  
 AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

Version 2.4.7 This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

(Your User Profile must have the Signatory Role to Certify an Appendix.)

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



# Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

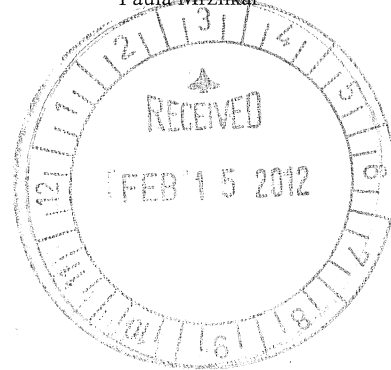
Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Supervisors  
Thomas Brognano  
Patrick Cady  
Paula Mrzlikar

February 8, 2012

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

FN 20 12 - 150



PUBLIC SAFETY

WAYS & MEANS

Re: Ignition Interlock Monitoring Program  
Reimbursement Grant  
A3140.413/Revenue Account #: A3310

Dear Mr. Picente:

Enclosed is a Contract with DCJS wherein they will once again reimburse us for our efforts to ensure DWI offenders have Ignition Interlock Devices installed on their vehicles by our monitoring efforts. This \$45,290 Grant is the second year of reimbursement. I am doubtful this reimbursement will continue after this Grant period.

Nevertheless, we recommend the Board pass this Resolution to maximize our revenue without adding any new personnel.

After approval, please affix your E signature so that we can begin the vouchering process.

Your support of our programming continues to be appreciated.

Very truly yours,

DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas  
Enclosures

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

Anthony J. Picente, Jr.  
County Executive

Date 2/15/12

Oneida Co. Department: Probation

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_X\_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** Oneida County Probation Department

**Title of Activity or Service:** Mandated Ignition Interlock Monitoring Services – Due to a new 2010 law all DWI convictions require the installation of an Ignition Interlock device and compliance monitoring. To assist localities DCJS is offering reimbursement for the second year to cover some of the expenses.

**Proposed Dates of Operation:** 10/1/11 – 9/30/12

**Client Population/Number to be Served:** Convicted DWI Offenders: 250

**Total Funding Requested:** DCJS through a formula estimating how many offenders we will work with during the Contract period that Oneida County qualifies for \$45,290.00 reimbursement. This figure will be affected by the real number of clients which we fully expect to have hooked up and monitor.

**Oneida County Dept. Funding Recommendation:** Therefore, we respectfully request the County approve this Contract as we are doing the work with existing staff.

**Project #:** II11-1091-D00 **GTSC Ignition Interlock Device Monitoring Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

Home	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
Search	Complete screen information and save. Add a Program Purpose Area (if applicable). Once finished, proceed to Participants tab.							
Open	For contract certifications, appendices and supporting documentation, please visit the DCJS website for available downloads.							
Locked	When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.							
<b>Go to</b>	Contract Number	T523570	Federal Agency Name					
<b>Attachment</b>	DCJS Number	IG10523570	Cost Center Funding Year	2010				
<b>Progress</b>	CFDA Number		Project Created Date					
<b>Equipment</b>	CFDA Description							
<b>Reports</b>	Project Title * (60 Character Limit)	GTSC Ignition Interlock Device Monitoring Program						
<b>Application</b>	Project Start Date	10/01/2011 (If known or applicable)	Submission Date	01/20/2012 11:12 AM				
<b>Deficiency</b>	Project End Date	09/30/2012 (If known or applicable)	Grant Funds	\$45,290.00	100.00%			
<b>Draft</b>	Project Period	Years 1 Months 0	Matching Funds	\$0.00	0.00%			
<b>Contract</b>			Total Funds	\$45,290.00				
<b>Help</b>								
<b>Logout</b>								

Login ID: oneipd County  Have you included a file attachment with this submission?

Version 2.4.7 Summary Description of Project (Please limit to one or two paragraphs)

GTSC Ignition Interlock Device Monitoring Program

Program Purpose Area.

Program Purpose Code	Description	Remove
<input type="button" value="Cancel"/>	<input type="button" value="Check Spelling"/>	

\* - Mandatory Field

Approved as to Form Only  
 Assistant County Attorney  
 By: *Raymond F. Bara*  
 Raymond F. Bara  
 Assistant County Attorney

Project #: I111-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures  
Participant: Oneida County

Project	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Home Search Open Locked	96Participant Type <input type="text" value="Grantee"/>						
	Participant Name * <input type="text" value="Oneida County"/>						
	Address * <input type="text" value="800 Park Avenue"/>						
Go to Attachment Progress Equipment	Address2 <input type="text"/>						
	City * <input type="text" value="Utica"/>		State * <input type="text" value="New York"/>		Zip * <input type="text" value="13501"/>		
	County <input type="text" value="Oneida"/>						

Reports Application Deficiency Contract Award If the information is not correct, click here to send an email to correct the information.

Help Logout	Website Address	<input type="text"/>
	SFS Vendor Number	<input type="text" value="1000002595"/>
	Employer Identification Number	<input type="text" value="156000460"/>
	Municipality No	<input type="text" value="300100000000"/>
Login ID: oneipd	Dun & Bradstreet No	<input type="text"/>
	Cage Code	<input type="text"/>
Version 2.4.7	Charities Registration No	<input type="text"/>

Not for Profit  
 Sectarian Entity  
Vendor Responsibility Profile on file with OSC -

Charity Registration Exemptions

Last Dos Charities Filing  Last Vendor Representative Filing

Remarks (2000 Character Limit)

\* - Mandatory Field

Project #: II11-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures  
 Participant: Oneida County

Home	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
------	---------	--------------	--------	-----------	-----------	------------	------------	--------------------

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

Budget Summary

Participant	Grant Funds	Matching Funds	Total
Oneida County	\$45,290.00	\$0.00	\$45,290.00
Oneida County Probation Department	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>100.00%</b> \$45,290.00	<b>0.00%</b> \$0.00	<b>\$45,290.00</b>

Reports Advance Request Amount (If not requesting an advance, please skip) \$ 0.00

Application Deficiency Draft Contract  
 Advance Request Justification (200 character limit)

Help Logout Budget Summary by Participant Oneida County

Login ID: oneipd Version 1 - Edit (Click here to add more lines to budget categories)

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Ignition Interlock Device Sentences Received	1	\$45,290.00	\$45,290.00	\$45,290.00	\$0.00	no
<b>Total</b>				<b>\$45,290.00</b>	<b>\$45,290.00</b>	<b>\$0.00</b>	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$45,290.00	\$45,290.00	\$0.00

Oneida County Probation Department



Project **Project #: II11-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
-------------------------	----------------	---------------------	---------------	------------------	------------------	-------------------	---------------------------

All grant-funded out-of-state travel must have prior written approval from DCJS. Please contact your DCJS Program Representative when planning out-of-state travel to be supported with grant funds.

You may continue to add budget lines from this screen. Choosing different budget categories will change the page heading, reminding you what budget category you are working in. You will also see an updated summary of your entries for each category at the top of the screen. When finished, return to the Budget Summary screen to see your updated budget, or move on to the Workplan.

Go to Attachment Progress Equipment

All Other Expenses Budget for Oneida County Version 1

#	Description	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Ignition Interlock Device Sentences Received	1	\$45,290.00	\$45,290.00	\$45,290.00	\$0.00	no
Total				\$45,290.00	\$45,290.00	\$0.00	

Reports Application Deficiency Contract Award

Choose a different Category to work on:  or

Help Logout

Edit information for this budget line item and press Save.

Login ID: oneipd

Version 2.4.7

Description \*  
 Ignition Interlock Device Sentences Received

Number *	Unit Cost *	Total Funds
1	x \$ 45,290.00	= \$45,290.00

Total Funds	Matching Funds	Grant Funds
\$45,290.00	- \$ 0.00	= \$45,290.00

Justification \*  
 Reimbursement for IID orders received at rate of \$114.66 ea.

\* - Mandatory Field

Project **Project #: II11-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
Search	Please enter a Project Goal and Save. Then move on to add Objectives and Tasks.							
Open	Project Goal							
Locked								

[Go to](#) To enhance public safety by engaging in Breath Alcohol Ignition Interlock Device (BAIID) monitoring activities for adult DWI offenders who have been sentenced, pursuant to Chapter 496 of the 2009 Laws of New York State, and whose sentence requires the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

[Attachment](#) Progress Equipment Use this summary to track your progress through the Workplan. Once you have created an Objective, please add the Tasks and Performance Measures associated with that Objective before moving on to create new Objectives. Once you have finished your

[Reports](#) Workplan, please answer program Specific Questions on the Questions tab (if applicable).  
[Application](#) Click on the Objective or Task Name to view the details

[Deficiency](#) Objective #1

<a href="#">Draft</a>	<b>Objective Name</b>	<b>Deficient</b>
<a href="#">Contract</a>	To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an ...	no

<a href="#">Help</a>	<b>Task #1 for Objective #1</b>	<b>Deficient</b>
<a href="#">Logout</a>	Designated oversight agencies in Oneida County wil...	no

<a href="#">Login ID:</a>	<b>#</b>	<b>Performance Measure</b>	<b>Deficient</b>
oneipd	1	The number of Probation and/or Conditional Dischar...	no

<a href="#">Version</a>	<b>Task #2 for Objective #1</b>	<b>Deficient</b>
2.4.7	To coordinate the reimbursement for Breath Alcohol...	no

<b>#</b>	<b>Performance Measure</b>	<b>Deficient</b>
1	The grantee will receive the quarterly reporting f...	no
2	During the reporting period for each quarter of th...	no

Project **Project #: II11-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
------	----------------	---------------------	---------------	------------------	------------------	-------------------	---------------------------

Search Objective 1 of 1 (Please enter an Objective and Save. You will then be asked to enter tasks and performance measures for this objective.)  
Open  
Locked

To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an estimated 395 DWI-related offenders sentenced to probation or Conditional Discharge on or after October 1, 2011, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

Go to

Attachment  
Progress  
Equipment



\* - Mandatory Field

Reports

Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

**Project #:** II11-1091-D00 **GTSC Ignition Interlock Device Monitoring Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
--	----------------	---------------------	---------------	------------------	------------------	-------------------	---------------------------

Home  
 Search  
 Open  
 Locked

**Objective 1**  
 To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an estimated 395 DWI-related offenders sentenced to probation or Conditional Discharge on or after October 1, 2011, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

**Go to**  
 Attachment  
 Progress  
 Equipment

**Task 1 of 2 \***  
 Designated oversight agencies in Oneida County will receive sentencing orders from the criminal courts pertaining to adult DWI-related offenders who, as a condition of their sentence, must install and maintain a BAIID in each vehicle owned or operated by the offender and initiate monitoring activities.

<b>Cancel</b>	<b>Check Spelling</b>
---------------	-----------------------

**Reports**  
 Application  
 Deficiency  
 Contract  
 Award

\* - Mandatory Field

Help  
 Logout

Login ID:  
 oneipd

Version  
 2.4.7

**Project #:** II11-1091-D00 **GTSC Ignition Interlock Device Monitoring Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

<b>Project</b>	<b>General</b>						<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
Home Search Open Locked	<u>Objective 1</u> To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an estimated 395 DWI-related offenders sentenced to probation or Conditional Discharge on or after October 1, 2011, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.											
Go to Attachment Progress Equipment	<u>Task 1</u> Designated oversight agencies in Oneida County will receive sentencing orders from the criminal courts pertaining to adult DWI-related offenders who, as a condition of their sentence, must install and maintain a BAIID in each vehicle owned or operated by the offender and initiate monitoring activities.											
Reports Application Deficiency Contract Award	<u>PerformanceMeasure 1 of 1 *</u> The number of Probation and/or Conditional Discharge sentencing orders having BAIID-related conditions received by the county's designated BAIID monitor(s) from all criminal courts within Oneida County.											
	<input type="button" value="Cancel"/>		<input type="button" value="Check Spelling"/>									
	* - Mandatory Field											

Help  
Logout

---

Login ID:  
oneipd

---

Version  
2.4.7

**Project #:** II11-1091-D00 **GTSC Ignition Interlock Device Monitoring Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
--	---------	--------------	--------	-----------	-----------	------------	--------------------

Home  
 Search  
 Open  
 Locked

Objective 1  
 To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an estimated 395 DWI-related offenders sentenced to probation or Conditional Discharge on or after October 1, 2011, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

Go to  
 Attachment  
 Progress  
 Equipment

Task 2 of 2 \*  
 To coordinate the reimbursement for Breath Alcohol Ignition Interlock Device (BAIID) court orders received for designated oversight agencies within Oneida County.

Reports  
 Application  
 Deficiency  
 Contract  
 Award

\* - Mandatory Field

Help  
 Logout

Login ID:  
 oneipd

Version  
 2.4.7

**Project #:** II11-1091-D00 **GTSC Ignition Interlock Device Monitoring Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
Home Search Open Locked	<p><b>Objective 1</b>                      To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an estimated 395 DWI-related offenders sentenced to probation or Conditional Discharge on or after October 1, 2011, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.</p>						
Go to Attachment Progress Equipment	<p><b>Task 2</b>                      To coordinate the reimbursement for Breath Alcohol Ignition Interlock Device (BAIID) court orders received for designated oversight agencies within Oneida County.</p>						
Reports Application Deficiency Contract Award	<p><b>PerformanceMeasure 1 of 2 *</b>                      The grantee will receive the quarterly reporting form entitled "COUNTY MONITORS' REPORT OF IGNITION INTERLOCK DEVICE SENTENCING ORDERS RECEIVED AND INSTALLATION STATUS" which should be submitted in spreadsheet format. This form will provide the DCJS Office of Probation and Correctional Alternatives with basic data as to the monitoring services provided and will also be the basis upon which reimbursement claims are made. Offenders should only be entered in one quarterly report - cases which receive monitoring services subsequent to that initial entry should NOT be entered on subsequent quarterly reports.</p>						
Help Logout	<p><input type="button" value="Cancel"/> <input type="button" value="Check Spelling"/></p> <p>* - Mandatory Field</p>						
Login ID:	oneipd						
Version	2.4.7						

**Project #:** II11-1091-D00 **GTSC Ignition Interlock Device Monitoring Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
--	----------------	---------------------	---------------	------------------	------------------	-------------------	---------------------------

Home  
 Search  
 Open  
 Locked

**Objective 1**  
 To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an estimated 395 DWI-related offenders sentenced to probation or Conditional Discharge on or after October 1, 2011, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

Go to  
 Attachment  
 Progress  
 Equipment

**Task 2**  
 To coordinate the reimbursement for Breath Alcohol Ignition Interlock Device (BAIID) court orders received for designated oversight agencies within Oneida County.  
**PerformanceMeasure 2 of 2 \***

Reports  
 Application  
 Deficiency  
 Contract  
 Award

During the reporting period for each quarter of the contract year, Oneida County will submit the required fiscal paperwork including vouchers and supporting documentation to the Finance Office of the Division of Criminal Justice Services and upon receipt of reimbursement funds distribute them to the designated agencies.

\* - Mandatory Field

Help  
 Logout

Login ID:  
 oneipd

Version  
 2.4.7



Project **Project #: II11-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
	Please certify any visible Assurances. If no Assurances are visible, you may continue editing your application, or submit for consideration. <input type="button" value="Save and Continue"/>							
	<b>#</b>	<b>Assurance</b>	<b>Certified by</b>			<b>Certified Date</b>		

Go to Attachment The following Appendices must be certified before the Project can be E-Signed.

Progress Equipment	#	Appendix	Certified by	Certified Date
Reports Application Deficiency Draft Contract	1	<p>AGREEMENT</p> <p>STATE OF NEW YORK AGREEMENT</p> <p>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.</p> <p>WITNESSETH:</p> <p>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</p> <p>WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can ...</p>		
Help Logout	3	<p>APPENDIX A1</p> <p>AGENCY-SPECIFIC CLAUSES</p> <p>1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.</p> <p>For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is ...</p>		
Login ID: oneipd	4	<p>APPENDIX C</p> <p>PAYMENT AND REPORTING SCHEDULE</p> <p>NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.</p> <p>For All Grantees:</p> <p>1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.</p> <p>2. Grantees must submit all ...</p>		
Version 2.4.7	5	<p>APPENDIX A</p> <p>STANDARD CLAUSES FOR NYS CONTRACTS</p> <p>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):</p> <p>1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to ...</p>		

**Project #:** II11-1091-D00 **GTSC Ignition Interlock Device Monitoring Program** **Project Status:** Pending Signatures  
**Participant:** Oneida County

Project  
Home  
Search  
Open

General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Checklist
---------	--------------	--------	-----------	-----------	------------	--------------------

No questions are required for your application; please proceed to Acceptance.

Go to  
Attachment  
Progress  
Equipment

Reports  
Application  
Deficiency  
Contract  
Award

Help  
Logout

Login ID:  
oneipd

Version  
2.4.7

Project **Project #: II11-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
-------------------------	----------------	---------------------	---------------	------------------	------------------	-------------------	-------------------	---------------------------

Certify the NY State Agreement statement.

**Go to** [NY State Agreement AGREEMENT](#)

**Attachment Progress Equipment** 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.

**Reports** 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:

**Help Logout** I. Conditions of Agreement

**Login ID: oneipd** A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

**Version 2.4.7** 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 amendment for that PERIOD.  
 C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, 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. 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, change in scope, or change in 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.

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 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 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 A-1.

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 the laws and regulations, or specified in Appendix A-1.

Cancel

(Your User Profile must have the Signatory Role to Certify an Appendix.)

Project **Project #: I111-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
-------------------------	---------	--------------	--------	-----------	-----------	------------	------------	--------------------

Certify the Appendix A-1 statement.

Go to  
 Attachment Progress Equipment  
 Appendix A-1  
 APPENDIX A1  
 AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:  
 A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before

the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter; Report Due  
January 1 - March 31; May 15

April 1 - June 30; August 15  
 July 1 - September 30; November 15  
 October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

#### 25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, 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, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.



A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

VER:05/05/10

(Your User Profile must have the Signatory Role to Certify an Appendix.)

Project **Project #: II11-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures**  
**Participant: Oneida County**

Home Search Open Locked	<b>General</b>	<b>Participants</b>	<b>Budget</b>	<b>Work Plan</b>	<b>Questions</b>	<b>Conditions</b>	<b>Acceptance</b>	<b>Contract Checklist</b>
-------------------------	----------------	---------------------	---------------	------------------	------------------	-------------------	-------------------	---------------------------

Certify the Appendix C statement.

Appendix C  
**Go to** APPENDIX C  
 Attachment **PAYMENT AND REPORTING SCHEDULE**  
 Progress  
 Equipment NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

Reports For All Grantees:  
 Application 1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special  
 Deficiency 1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special  
 Draft Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the  
 Contract Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

Help 2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet  
 Logout these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim  
 progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The  
 Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and  
 Login ID: reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result  
 oneipd in the loss of grant funds.

Version 3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the  
 2.4.7 possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to  
 the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of  
 termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see  
<http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification  
 that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget  
 (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a)  
 the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not  
 replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement  
 b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS  
 Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the  
 State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period  
 of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for  
 interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the  
 prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for  
 prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services  
 Office of Finance  
 4 Tower Place  
 Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper  
 documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the  
 succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed  
 itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal  
 cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee  
 compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is  
 subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary,  
 the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant  
 expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting  
 period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
  - DCJS approval of non-competitive consultant.
  - DCJS approval of non-competitive vendor for services.
  - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
  - DCJS approval of change to Personal Services by more than 10 percent.
  - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
  - DCJS approval to subaward to another organization.
  - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
  - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
  - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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 the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER012510

Cancel

(Your User Profile must have the Signatory Role to Certify an Appendix.)

Project	Project #: I111-1091-D00 GTSC Ignition Interlock Device Monitoring Program Project Status: Pending Signatures Participant: Oneida County							
Home Search Open Locked	General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
	Certify the Appendix Other statement.							
Go to Attachment Progress Equipment	<a href="#">Appendix Other</a> APPENDIX A							
Reports Application Deficiency Draft Contract	STANDARD CLAUSES FOR NYS CONTRACTS							
Help Logout	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):							
Login ID: oneipd	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.							
Version 2.4.7	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.  
December 2011

Cancel

(Your User Profile must have the Signatory Role to Certify an Appendix.)

Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



# Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Supervisors  
Thomas Brognano  
Patrick Cady  
Paula Mrzlikar

February 1, 2012

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

FN 20 12-151

PUBLIC SAFETY

Re: Certification of Section 606 of the  
New York State Correction Law - 2011

WAYS & MEANS

Dear Mr. Picente:

Enclosed is a Certified Listing of 2011 costs in the amount of \$3,514.06 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentence inmates in the State Prison System.

I have also attached a proposed Board of Legislators letter for your use.

As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

Very truly yours,

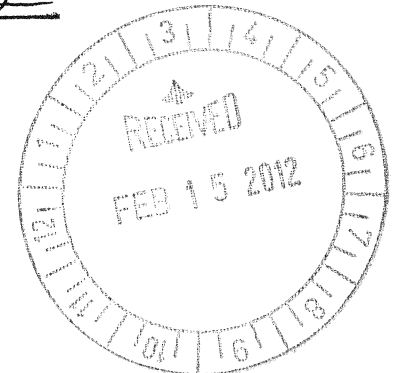
DAVID TOMIDY  
PROBATION DIRECTOR

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive

Date 2/9/12

DT:kas

Enclosures: Reimbursement Expenses for PSI's  
Board of Legislators Letter





REIMBURSABLE EXPENSES  
(for)  
PSI'S @ DOC FACILITIES  
(2008)

DATE	STAFF NAME (PO)	DEFENDANT / FACILITY	IND/SCI #	HRS/WORKED	HRLY/RATE	(TOTAL)	DIN #
2/18/2011	Paul Raymond	Samuel Smith/Fishkill CF	I10-405	3	35.38	106.14	10B3466
2/16/2011	Steve Madrak	Yamil Perez/Attica Cf	I10-258	3	\$35.38	\$ 106.14	09R1781
6/2/2011	Steve Madrak	Luis Cornello/Midstate CF	I11-161	3	\$35.38	\$ 106.14	08R3832
3/24/2011	Daniel Griffiths	Theodore Philson/Elmira Cf	I10-480	3	\$32.20	\$ 96.60	09R0876
5/4/2011	Daniel Griffiths	John Mejia/Gouverneur CF	I11-102	3	\$32.20	\$ 96.60	10A2697
3/8/2011	Paula Mrzlikar	Paul R. Scott/Gowanda CF	I11-043	3	36.47	\$ 109.41	10B2554
4/4/2011	Paula Mrzlikar	Martin Clarke/Livingston CF	I11-007	3	36.47	\$ 109.41	09B3301
7/22/2011	Paula Mrzlikar	David May/Auburn CF	S11-015	3	\$36.47	\$ 109.41	10B3450
9/16/2011	Paula Mrzlikar	Nestor Rivera/Midstate Cf	I11-275	3	\$36.47	\$ 109.41	05R1357
10/14/2011	Paula Mrzlikar	Kareem Douglas/Upstate CF	I11-308	3	\$36.47	\$ 109.41	03A3472
3/28/2011	Randy Moore	Timothy Broadbent/Five Points	S11-014	3	\$30.19	\$ 90.57	93B2938
5/16/2011	Zach Viola	Victor Beldres/Southport CF	S11-059	3	\$23.24	\$ 69.72	97A0184
8/2/2011	Zach Viola	John Patterson/Attica CF	I11-084	3	23.24	\$ 69.72	00A1953
5/3/2011	Pat Cady	Christopher Pozzi/Gouverneur	I11-068	3	33.07	\$ 99.21	05B3493
4/19/2011	John Sharrino	Tazmin Boyd/Oneida CF	S11-040	3	\$25.03	\$ 75.09	Youthful Offender
5/20/2011	Leslie Hart	Jose Abreu/Gouverneur CF	I11-102	3	\$23.24	\$ 69.72	10R1086
6/2/2011	Kelly O'Donnell	Vernon McKee/Greenhaven CF	S11-076	3	\$21.72	\$ 65.16	10A4703
7/21/2011	Kelly O'Donnell	Derek Dallas/Gouverneur CF	I11-273	3	21.72	\$ 65.16	10B3055
7/14/2011	Gene Adamczyk	Peter Robison/Marcy CF	10120016	3	35.38	\$ 106.14	08B1661
12/2/2011	Brenda Brown	Dennis Neilson/Elmira CF	I11-202	3	\$24.26	\$ 72.78	94B0694
12/13/2011	Gene Adamczyk	Carlos Mansilla/Elmira CF	I11-318	3	\$35.38	\$ 106.14	09A0700
10/19/2011	John Tinelli	Carlos Vega-Ortiz/Mohawk CF	I11-283	3	\$20.64	\$ 61.92	03R1486
9/13/2011	Michelle Schaeffer	David Colon/Mohawk CF	I11-296	3	23.99	\$ 71.97	11B2292

REIMBURSABLE EXPENSES

11/18/2011	Gene Lawrence	Eric Cuevas/Midstate CF	111-359	PSI'S @ DOC FACILITIES (for) (2008)	\$ 106.14	110R3721
2/14/2012	Matt Caracas	Heriberto Ortiz/Upstate Cf	S11-236	3	\$ 69.72	10A1313
					\$ 35.38	
					\$ 23.24	

CLERICAL	Typed PSI's	1.25 hrs/ea	25	\$ 18.61	\$ 465.25
	<i>Total Wages</i>				\$ 2,257.83
	<i>Fringe's</i>	<i>at 42.46% of wages</i>			\$ 958.67
	<i>Total travel</i>	541	0.55		\$ 297.56
		(miles)		\$ p/mile	
	<b>TOTAL VOUCHER</b>				\$ 3,514.06

I David Tomidy hereby certify that the above statement is a true and accurate account of the expenses incurred in preparing Pre-Sentence Investigations in the above stated matters.

Dated: \_\_\_\_\_ Probation Director

Subscribed and sworn to before me this  
 This \_\_\_\_\_ Day of March; 2012

# Oneida County Office of Traffic Safety / STOP-DWI Program

Anthony J. Picente Jr.  
Oneida County Executive



Michael S. Colangelo  
STOP-DWI Administrator

FN 20 12-152

February 29, 2012

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

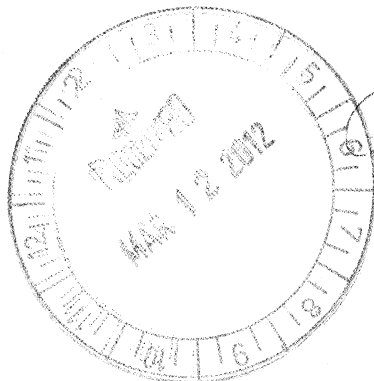
Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the following Agencies; **Boonville PD, Camden PD, Kirkland PD, New Hartford PD, NY Mills PD, Oriskany PD, Rome PD, Sherrill PD, Utica PD, Vernon PD, Whitesboro PD, Whitestown PD, and Yorkville PD.**

This agreement provides funding for the Agencies within Oneida County to conduct DWI selective enforcement patrols and purchase related equipment. This funding is 100% reimbursable to Oneida County from DWI funds generated in Oneida County therefore, there are **No County Dollars in this contract.**

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

**Kevin W. Revere, Director  
Emergency Services**



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

Date 3/12/12



Oneida County Emergency Services ▪ 200 Base Road ▪ Suite 3 ▪ Oriskany, NY 13424  
Office of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943  
Fax: 315.736.8958 ▪ E-mail [stopdwi@ocgov.net](mailto:stopdwi@ocgov.net) ▪ [www.ocgov.net](http://www.ocgov.net)



**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Boonville, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

---

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Camden, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

- 1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*
- 2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*
- 3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

---

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Town of Kirkland, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$16500**

---

**Oneida County Dept. Funding Recommendation: \$16500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

CONTRACT SUMMARY

Name of Proposing Organization: Town of New Hartford, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$44000**

---

**Oneida County Dept. Funding Recommendation: \$44000 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of New York Mills, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$13200**

---

**Oneida County Dept. Funding Recommendation: \$13200 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**



**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Oriskany, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

---

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: City of Sherrill, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

---

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: City of Rome, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$22000**

**Oneida County Dept. Funding Recommendation: \$22000 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: City of Utica, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$39600**

---

**Oneida County Dept. Funding Recommendation: \$39600 (A3313.495)**

**Proposed Funding Source (Federal\$/State\$/County\$):** *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

**Cost Per Client Served:** N/A

**Past Performance Data:** *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Whitesboro, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$13200**

---

**Oneida County Dept. Funding Recommendation: \$13200 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Town of Whitestown, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

---

~~Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)~~

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Yorkville, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

---

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Vernon, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

---

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**



**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the **Village of Yorkville**, through its **Police Department**, hereinafter referred to as the **"DEPARTMENT,"** and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM**, hereinafter referred to as the **"COUNTY"**.

WHEREAS, the **COUNTY** operates and conducts a program entitled **"STOP-DWI,"** and,

WHEREAS, the **DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. The **DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **DEPARTMENT** up to the sum of \$5500.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the **DEPARTMENT'S** activities that were undertaken on behalf of the **STOP-DWI PROGRAM'S** Administrator prior to submission to the **COUNTY** Comptroller for payment. The **COUNTY** shall evaluate the effectiveness of the **DEPARTMENT'S** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT'S** records as they relate to **STOP-DWI Program** activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the **STOP-DWI Program Administrator** or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the **STOP-DWI Program** for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.**

4. The **DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. 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 any 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.

7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Village of Yorkville



12/14/11  
DATE

Title: Mayor



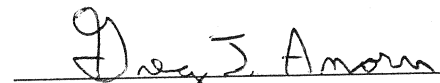
1/10/12  
DATE

BY: Kevin W. Revere  
Title: Emergency Services Director



1/17/12  
DATE

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



Approved as to form – Oneida County Attorney's Office

**SCHEDULE "A"**

In accordance with the AGREEMENT between the Village of Yorkville, through its Police Department and the ONEIDA COUNTY STOP-DWI PROGRAM, the Village of Yorkville, through its Police Department shall receive the following:

1. \$5500.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Yorkville Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$5500.00**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the **Town of Whitestown**, through its **Police Department**, hereinafter referred to as the **"DEPARTMENT,"** and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM**, hereinafter referred to as the **"COUNTY"**.

WHEREAS, the **COUNTY** operates and conducts a program entitled **"STOP-DWI,"** and,

WHEREAS, the **DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. The **DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **DEPARTMENT** up to the sum of \$5500.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the **DEPARTMENT's** activities that were undertaken on behalf of the **STOP-DWI PROGRAM'S** Administrator prior to submission to the **COUNTY** Comptroller for payment. The **COUNTY** shall evaluate the effectiveness of the **DEPARTMENT's** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT's** records as they relate to **STOP-DWI** Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the **STOP-DWI** Program Administrator or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the **STOP-DWI** Program for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.**

4. The **DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. 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 any 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.

7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This AGREEMENT shall run from: January 1, 2012 – December 31, 2012.

9. The COUNTY reserves the right to cancel this AGREEMENT, upon 30 days written notice to the DEPARTMENT. In the event of cancellation, the County will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

10. This AGREEMENT may not be assigned by the DEPARTMENT without the prior written consent of the COUNTY.

BY: Town of Whitestown

Charles N. Sibbs II

12/12/2011  
DATE

Title: Town Supervisor

Kevin W. Revere

1/10/12  
DATE

BY: Kevin W. Revere

Title: Emergency Services Director

Anthony J. Picente Jr.

1/12/12  
DATE

BY: Anthony J. Picente, Jr.

Title: Oneida County Executive

Doreen J. Amore

Approved as to form – Oneida County Attorney's Office

**SCHEDULE "A"**

In accordance with the AGREEMENT between the Town of Whitestown, through its Police Department and the ONEIDA COUNTY STOP-DWI PROGRAM, the Town of Whitestown, through its Police Department shall receive the following:

1. \$5500.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Whitestown Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$5500.00**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the Village of Whitesboro, through its Police Department, hereinafter referred to as the "DEPARTMENT," and the COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY".

WHEREAS, the COUNTY operates and conducts a program entitled "STOP-DWI," and, WHEREAS, the DEPARTMENT desires to participate in and promote said program for its residents along with the COUNTY.

NOW, THEREFORE, the parties agree as follows:

1. The DEPARTMENT shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the STOP-DWI PROGRAM, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The COUNTY shall reimburse the DEPARTMENT up to the sum of \$13200.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the DEPARTMENT's activities that were undertaken on behalf of the STOP-DWI PROGRAM'S Administrator prior to submission to the COUNTY Comptroller for payment. The COUNTY shall evaluate the effectiveness of the DEPARTMENT's participation in the STOP-DWI PROGRAM and reserves the right to adjust the agreement at the end of the second quarter. The COUNTY reserves the right to conduct an on site program and/or fiscal audit of the DEPARTMENT's records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The DEPARTMENT shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the DEPARTMENT in claims made to the STOP-DWI Program for reimbursement.

3. ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.

4. The DEPARTMENT warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. 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 any 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.

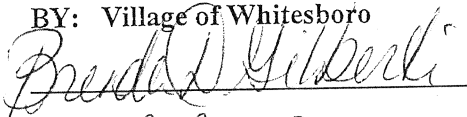
7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.

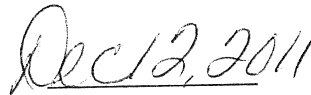
9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

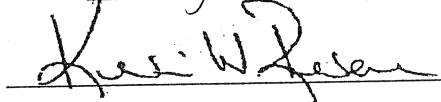
BY: Village of Whitesboro



Title: MAYOR



DATE



BY: Kevin W. Revere  
Title: Emergency Services Director

11/10/12

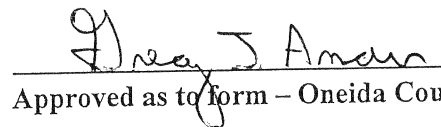
DATE



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

11/17/12

DATE

  
Approved as to form – Oneida County Attorney's Office



**SCHEDULE "A"**

In accordance with the AGREEMENT between the Village of Whitesboro, through its Police Department and the ONEIDA COUNTY STOP-DWI PROGRAM, the Village of Whitesboro, through its Police Department shall receive the following:

1. \$13200.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Whitesboro Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$13200.00**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the **Village of Vernon, through its Police Department, hereinafter referred to as the "DEPARTMENT,"** and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY".**

WHEREAS, the **COUNTY** operates and conducts a program entitled "**STOP-DWI,**" and, WHEREAS, the **DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY.**

NOW, THEREFORE, the parties agree as follows:

1. The **DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM,** that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **DEPARTMENT** up to the sum of \$5500.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the **DEPARTMENT'S** activities that were undertaken on behalf of the **STOP-DWI PROGRAM'S** Administrator prior to submission to the **COUNTY** Comptroller for payment. The **COUNTY** shall evaluate the effectiveness of the **DEPARTMENT'S** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT'S** records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the STOP-DWI Program for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.**

4. The **DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

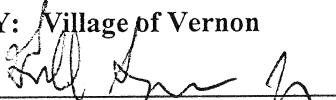
6. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before any 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.

7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

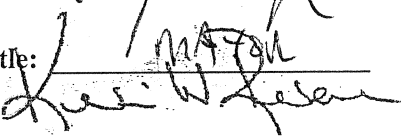
8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Village of Vernon  


12/12  
DATE

Title:   
Kevin W. Revere

2-21-12  
DATE

BY: Kevin W. Revere  
Title: Emergency Services Director

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

\_\_\_\_\_  
DATE

Approved as to form – Oneida County Attorney's Office

<b>SCHEDULE "A"</b>
---------------------

In accordance with the **AGREEMENT** between the **Village of Vernon**, through its **Police Department** and the **ONEIDA COUNTY STOP-DWI PROGRAM**, the **Village of Vernon**, through its **Police Department** shall receive the following:

1. \$5500.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Vernon Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$5500.00**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: **Village of Vernon, through its Police Department**

Title of Activity or Service: **DWI Selective Enforcement Patrols and related activities**

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

Client Population/Number to be served: **Persons residing in, or traveling through the geographical jurisdiction of the Agency.**

**SUMMARY STATEMENT**

1.) *Narrative description of Proposed Services – Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) *Program/Service Objectives and Outcomes – To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) *Program Design and Staffing Levels – Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

*Proposed Funding Source (Federal\$/State\$/County\$): County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

*Past Performance Data: Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the Village of Oriskany, through its Police Department, hereinafter referred to as the "DEPARTMENT," and the COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY".

WHEREAS, the COUNTY operates and conducts a program entitled "STOP-DWI," and,  
WHEREAS, the DEPARTMENT desires to participate in and promote said program for its residents along with the COUNTY.

NOW, THEREFORE, the parties agree as follows:

1. The DEPARTMENT shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the STOP-DWI PROGRAM, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The COUNTY shall reimburse the DEPARTMENT up to the sum of \$5500.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the DEPARTMENT's activities that were undertaken on behalf of the STOP-DWI PROGRAM'S Administrator prior to submission to the COUNTY Comptroller for payment. The COUNTY shall evaluate the effectiveness of the DEPARTMENT's participation in the STOP-DWI PROGRAM and reserves the right to adjust the agreement at the end of the second quarter. The COUNTY reserves the right to conduct an on site program and/or fiscal audit of the DEPARTMENT's records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The DEPARTMENT shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the DEPARTMENT in claims made to the STOP-DWI Program for reimbursement.

3. ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.

4. The DEPARTMENT warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. 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 any 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.

7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Village of Oriskany

Donald E. Kordich 12/12/11  
DATE

Title: Mayor

Kevin W. Revere 1/10/12  
DATE

BY: Kevin W. Revere

Title: Emergency Services Director

Anthony J. Picente, Jr. 1/17/12  
DATE

BY: Anthony J. Picente, Jr.

Title: Oneida County Executive

Drew J. Amos  
Approved as to form – Oneida County Attorney's Office

**SCHEDULE "A"**

In accordance with the AGREEMENT between the Village of Oriskany, through its Police Department and the ONEIDA COUNTY STOP-DWI PROGRAM, the Village of Oriskany, through its Police Department shall receive the following:

1. \$5500.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Oriskany Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$5500.00**



**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Oriskany, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the **Village of New York Mills**, through its **Police Department**, hereinafter referred to as the **"DEPARTMENT,"** and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM**, hereinafter referred to as the **"COUNTY"**.

WHEREAS, the **COUNTY** operates and conducts a program entitled **"STOP-DWI,"** and, WHEREAS, the **DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. The **DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **DEPARTMENT** up to the sum of \$13200.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the **DEPARTMENT's** activities that were undertaken on behalf of the **STOP-DWI PROGRAM'S** Administrator prior to submission to the **COUNTY** Comptroller for payment. The **COUNTY** shall evaluate the effectiveness of the **DEPARTMENT's** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT's** records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the STOP-DWI Program for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.**

4. The **DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. 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 any 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.

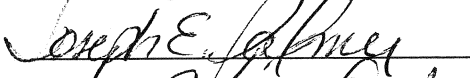
7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Village of New York Mills



12-31-11

DATE

Title: Police Chief

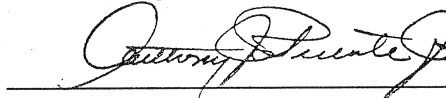


1/10/12

DATE

BY: Kevin W. Revere

Title: Emergency Services Director

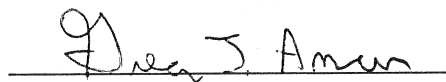


1/17/12

DATE

BY: Anthony J. Picente, Jr.

Title: Oneida County Executive



Approved as to form – Oneida County Attorney's Office

**SCHEDULE "A"**

In accordance with the AGREEMENT between the Village of New York Mills, through its Police Department and the ONEIDA COUNTY STOP-DWI PROGRAM, the Village of New York Mills, through its Police Department shall receive the following:

1. \$13200.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the STOP-DWI Program. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The New York Mills Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$13200.00**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of New York Mills, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

- 1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*
- 2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*
- 3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$13200**

**Oneida County Dept. Funding Recommendation: \$13200 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the **Town of New Hartford, through its Police Department, hereinafter referred to as the "DEPARTMENT,"** and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY"**.

WHEREAS, the **COUNTY** operates and conducts a program entitled "**STOP-DWI,**" and,  
WHEREAS, the **DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. The **DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **DEPARTMENT** up to the sum of \$44000.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the **DEPARTMENT's** activities that were undertaken on behalf of the **STOP-DWI PROGRAM'S** Administrator prior to submission to the **COUNTY** Comptroller for payment. The **COUNTY** shall evaluate the effectiveness of the **DEPARTMENT's** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT's** records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the STOP-DWI Program for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.**

4. The **DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. 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 any 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.

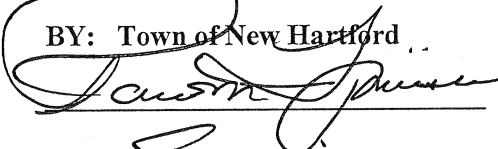
7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

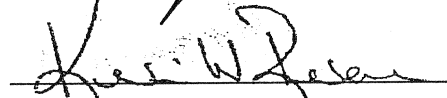
10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Town of New Hartford



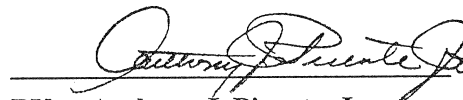
Title: Supervisor

12/09/11  
DATE



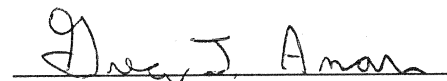
BY: Kevin W. Revere  
Title: Emergency Services Director

1/10/12  
DATE



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

1/17/12  
DATE



Approved as to form – Oneida County Attorney's Office

**SCHEDULE "A"**

In accordance with the **AGREEMENT** between the **Town of New Hartford, through its Police Department** and the **ONEIDA COUNTY STOP-DWI PROGRAM**, the **Town of New Hartford, through its Police Department** shall receive the following:

1. \$44000.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The New Hartford Police Department shall notify the STOP-DWI Administrator of **any** traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the **final** MV-104A and MV-104D Police Reports.
3. **Pre-Approval** from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$44000.00**



**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: **Town of New Hartford, through its Police Department**

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

- 1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*
  
- 2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*
  
- 3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$44000**

**Oneida County Dept. Funding Recommendation: \$44000 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the **Town of Kirkland**, through its **Police Department**, hereinafter referred to as the "**DEPARTMENT**," and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM**, hereinafter referred to as the "**COUNTY**".

WHEREAS, the **COUNTY** operates and conducts a program entitled "**STOP-DWI**," and, WHEREAS, the **DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. The **DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **DEPARTMENT** up to the sum of \$16500.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the **DEPARTMENT**'s activities that were undertaken on behalf of the **STOP-DWI PROGRAM**'s Administrator prior to submission to the **COUNTY** Comptroller for payment. The **COUNTY** shall evaluate the effectiveness of the **DEPARTMENT**'s participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT**'s records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the STOP-DWI Program for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.**

4. The **DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

Page 2, Town of Kirkland, AGREEMENT

6. 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 any 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.

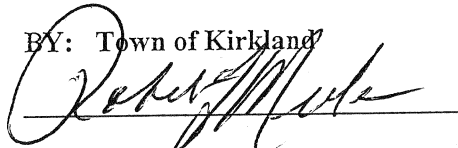
7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

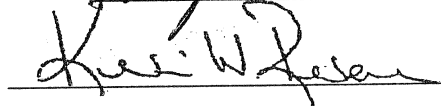
10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Town of Kirkland



1/4/2012  
DATE

Title: Supervisor



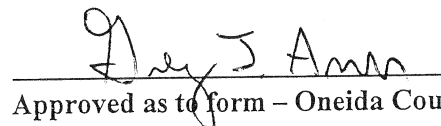
1/10/12  
DATE

BY: Kevin W. Revere  
Title: Emergency Services Director



1/17/12  
DATE

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

  
Approved as to form – Oneida County Attorney's Office

**SCHEDULE "A"**

In accordance with the AGREEMENT between the Town of Kirkland, through its Police Department and the ONEIDA COUNTY STOP-DWI PROGRAM, the Town of Kirkland, through its Police Department shall receive the following:

1. \$16500.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Kirkland Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$16500.00**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Town of Kirkland, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$16500**

**Oneida County Dept. Funding Recommendation: \$16500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the Village of Camden, through its Police Department, hereinafter referred to as the "DEPARTMENT," and the COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY".

WHEREAS, the COUNTY operates and conducts a program entitled "STOP-DWI," and, WHEREAS, the DEPARTMENT desires to participate in and promote said program for its residents along with the COUNTY.

NOW, THEREFORE, the parties agree as follows:

1. The DEPARTMENT shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the STOP-DWI PROGRAM, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The COUNTY shall reimburse the DEPARTMENT up to the sum of \$5500.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the DEPARTMENT's activities that were undertaken on behalf of the STOP-DWI PROGRAM'S Administrator prior to submission to the COUNTY Comptroller for payment. The COUNTY shall evaluate the effectiveness of the DEPARTMENT's participation in the STOP-DWI PROGRAM and reserves the right to adjust the agreement at the end of the second quarter. The COUNTY reserves the right to conduct an on site program and/or fiscal audit of the DEPARTMENT's records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The DEPARTMENT shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the DEPARTMENT in claims made to the STOP-DWI Program for reimbursement.

3. ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.

4. The DEPARTMENT warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

Page 2, Village of Camden, AGREEMENT

6. 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 any 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.


7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.


9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

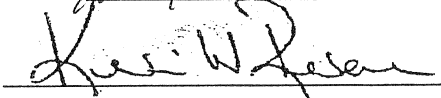
10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Village of Camden



12/20/2011  
DATE

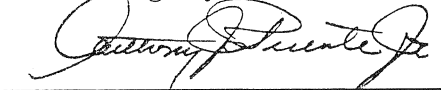
Title: 



1/10/12  
DATE

BY: Kevin W. Revere

Title: Emergency Services Director



1/17/12  
DATE

BY: Anthony J. Picente, Jr.

Title: Oneida County Executive



Approved as to form – Oneida County Attorney's Office

**SCHEDULE "A"**

In accordance with the AGREEMENT between the Village of Camden, through its Police Department and the ONEIDA COUNTY STOP-DWI PROGRAM, the Village of Camden, through its Police Department shall receive the following:

1. \$5500.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Camden Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$5500.00**



**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Camden, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

**ONEIDA COUNTY STOP-DWI PROGRAM  
AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2012, by and between the **Village of Boonville, through its Police Department, hereinafter referred to as the "DEPARTMENT,"** and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY"**.

WHEREAS, the **COUNTY** operates and conducts a program entitled "**STOP-DWI,**" and,  
WHEREAS, the **DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. The **DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **DEPARTMENT** up to the sum of \$5500.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15<sup>th</sup> day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the **DEPARTMENT's** activities that were undertaken on behalf of the **STOP-DWI PROGRAM'S** Administrator prior to submission to the **COUNTY** Comptroller for payment. The **COUNTY** shall evaluate the effectiveness of the **DEPARTMENT's** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT's** records as they relate to **STOP-DWI Program** activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the **STOP-DWI Program Administrator** or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the **STOP-DWI Program** for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.**

4. The **DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. 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 any 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.

7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2012 – December 31, 2012.

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.

10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Village of Boonville

Michael J. Kramer

12-12-2011

DATE

Title: \_\_\_\_\_

Kevin W. Revere

1/10/12

DATE

BY: Kevin W. Revere

Title: Emergency Services Director

Anthony J. Picente, Jr.

1/17/12

DATE

BY: Anthony J. Picente, Jr.

Title: Oneida County Executive

Dorey J. Aman

Approved as to form – Oneida County Attorney's Office

**SCHEDULE "A"**

In accordance with the AGREEMENT between the Village of Boonville, through its Police Department and the ONEIDA COUNTY STOP-DWI PROGRAM, the Village of Boonville, through its Police Department shall receive the following:

1. \$5500.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Boonville Police Department shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the STOP-DWI Administrator of all expenditures is required.

**TOTAL COST OF THIS AGREEMENT: \$5500.00**

**Oneida County Department: STOP-DWI Program**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source   X  

**CONTRACT SUMMARY**

Name of Proposing Organization: Village of Boonville, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

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

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

**SUMMARY STATEMENT**

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

**Total Funding Requested: \$5500**

**Oneida County Dept. Funding Recommendation: \$5500 (A3313.495)**

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

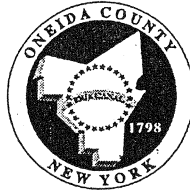
Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

**Oneida County Department Staff Comments:**

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

February 7, 2012

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

FN 20 12-153  
HEALTH & HUMAN SERVICES

Dear Mr. Picente:

**WAYS & MEANS**

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.

Enclosed are copies of Purchase of Services Agreement for Medical Answering Services, LLC. PO Box 11998, Syracuse, New York 13218, which will reimburse individuals and/or providers for non-emergency Medicaid Transportation for eligible Oneida County Medicaid recipients. The primary purpose of the Medicaid Medical transportation program is to ensure Medicaid recipients access to necessary and appropriate medical transportation services at a reasonable rate.

The agreement shall commence January 1, 2012 and run through December 31, 2012. The Contract is for actual reimbursements to individuals and/or providers and has an estimated pass through cost of \$ 279,739 based on expenses made to recipients and providers for non-emergency transportation in 2011. Based on the estimate the local cost would be 10% or \$ 27,973.90.

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 submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 3/10/12

# 36602  
2/7/12

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Medical Answering Services, LLC  
PO Box 11998  
Syracuse, New York 13218

**Title of Activity or Services:** Pass through reimbursement for expenses of non-emergency Transportation to eligible recipients

**Proposed Dates of Operations:** January 1, 2012 through December 31, 2012

**Client Population/Number to be Served:** Medicaid Recipients eligible for non-emergency transportation.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Effective January 1, 2012 the New York State Department of Health assumed leadership of non-emergency Medicaid Transportation services to Oneida County Medicaid recipients. While the NYS DOH assumed leadership of Non emergency Medicaid Transportation for Medicaid recipients, the role of the Local Department of Social Services changed however it was not eliminated. In this transition NYS DOH contracted with a non emergency transportation administrative broker, Medical Answering Services, Inc. (MAS)

As the non-emergency transportation administrative broker they provide payment directly to recipients and/or providers on behalf of the Department for non emergency transportation, mileage reimbursement, mass transit, and lodging if required for out of the common market area and must be prior approved. The Department therefore will reimburse the Contractor for such payments.

**2). Program/Service Objectives and Outcomes**

The primary purpose of the Non-Emergency Medicaid Medical transportation program is to ensure Medicaid recipients access to necessary and appropriate medical transportation services at a reasonable rate.

**3). Program Design and Staffing Level -**

**Total Funding Requested:**

**Oneida County Dept. Funding Recommendation:** A6101.495

**Mandated or Non-mandated:** Mandated Service

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	62%	=	\$ 173,438.18
State	28%	=	\$ 78,326.92
Local	10%	=	\$ 27,973.90

**Cost Per Client Served:**

**Past performance Served:** This is the first year the Department has contracted with this provider for this service. The Contract is for actual reimbursements to individuals and/or providers and has an estimated pass through cost of \$ 279,739 based on expenses made to recipients and providers for non-emergency transportation in 2011.

**O.C. Department Staff Comments:** Medical Answering Services, LLC, maintains similar contracts with several other New York State Counties and are accustomed to the States Regulations to provide this needed service.



PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida 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 Medical Answering Services, LLC, P.O. Box 11998, Syracuse, New York 13218 (hereinafter called Contractor).

WITNESSETH;

WHEREAS, the Department has the need for the Contractor to provide reimbursement to personal and volunteer driver mileage and mass transit reimbursement claims that have been approved under prior authorization of non-emergency Medicaid transportation to clients,

WHEREAS, the Contractor has the following components in place to provide the reimbursement of such Prior Approval services and transportation management to the Department:

NOW THEREFORE, the Contractor agrees to provide the following Non-Emergency Medicaid Transportation Services to the Department:

Summary:

Effective January 1, 2012 the New York State Department of Health (NYS DOH) will assume leadership of Non Emergency Medicaid Transportation services to Oneida County Medicaid recipients. While the NYS DOH will assume leadership of Non Emergency Medicaid Transportation for Medicaid recipients, the role of Local Department of Social Services will change, but not be eliminated as the transition from Local to State leadership occurs. The scope of Services and costs was developed to outline the role between Oneida County and the NYS DOH non emergency transportation administrative broker, Medical Answering Services, Inc. (MAS).

Scope of Services:

Over the course of the past two years, local social service districts from across the State have been working towards developing a series of Regional Non Emergency Medicaid Transportation Services with the NYS DOH. Regional Non Emergency Medicaid Transportation Services required a shared agreement between the New York State Department of Health and local social service districts, as initiation of a regional transportation administrator broker changes the nature of leadership in each County for the delivery of transportation services for local Medicaid recipients. The Scope of Services outlines the project as a whole and outlines specific responsibilities of the local social services district and MAS, Inc.

Upon execution of this agreement local Department of Social Services begin to share the responsibilities of providing Non Emergency Medicaid Transportation Services with the New York State Department of Health and their selected vendor for administrative services. This agreement, transfers many of the historic responsibilities of the Local Social Services Districts to the New York State Department of Health, while identifying specific services that will be continue to be supported by the Local Social Service District. Through a NYS DOH contract with Medical Answering Services Inc., Counties are permitted to enter into an agreement with the NYS DOH vendor to provide Non Emergency Medicaid Transportation Services to Oneida County recipients of the Medicaid Program.

A statewide regional system of Non Emergency Medicaid Transportation allows for the sharing of resources to maximize efficiencies, share administrative burdens and produce costs savings for the New York State Medicaid Program. The sharing of resources allows for advancements in technology, specific measures to maximize utilization of various modes of transportation and allow for significant administrative cost savings.

The development of this agreement allows Counties to make major advances in technology, by developing a system where point-to-point mileage routing can be developed, allowing payment for exact mileage rather than regional or zone to zone pricing. Additionally, the technology currently available allows large groups of potential rides to queried and grouped to maximize routing. For example, trips are scheduled within similar time frames, with similar pickup and drop off locations can be queried and then grouped to maximize efficiency, save tax dollars while reducing the environmental burden associated with numerous automotive trips. An instance where efficiencies are found, the administrator broker will be required to work directly with transportation vendor in scheduling and providing transportation that maximize these efficiencies.

The agreement also allows Counties to maximize technological innovations taking place across the Country without having the burden of paying for these innovations as a single government unit. Medical Answering Services, which specializes in managing Non Emergency Medicaid Transportation will make significant improvements in the technology available for managing transportation for Medicaid recipients. These innovations include web-based scheduling for providers and consumer, automated online technology, trip entry, data reporting, transportation provider interface and specific mileage reimbursement based on point-to-point GPS mapping systems. Technological advancements have also played a significant role in reducing fraud, waste and abuse by utilizing GPS tracking of transportation providers, which allows real-time tracking scheduled transportation and routing

Inherent in this agreement is an understanding the quality of transportation service will experience substantial improvements. The project will allow the development of a single State administered, per member, per month charge for administrative services and also include the ability to have the administrative vendor develop contracts with transportation vendors directly. The ability to contract directly, allows the New York State Department of Health through the

vendor to require providers to enhance the quality of the transportation provided. Quality enhancements may include: vehicle inspections, driver training, driver background checks, cleanliness measurements, on-site pickup and drop off observations and innovations to measure consumer satisfaction. Direct contracts enhance driver accountability and provider quality through a process which allows on-going monitoring of transportation by providers.

Through the development of a single regional administrative vendor, the New York State Department of Health and the County are permitted to negotiate the best price per trip, through the development of bid, or request for proposals allowing competition to return to the marketplace. The administrative vendor will be required to standardize, when appropriate the per mile rate allowed in the region and to maximize efficiencies when available, by group rider ship, promoting mass transit options, encouraging gasoline reimbursement or volunteer ride programs. Additionally, the volume of trips associated with the region will allow smaller Counties to benefit from the transportation service available in larger Counties.

Counties participating in this initiative may operate a mandatory managed care enrollment Medicaid program. Payment will be made only for non-emergency transportation that is not available through the individual's Medicaid Managed Care provider plan. Consumers who are enrolled in this plan are not eligible for the services mentioned in this Request for Proposals. Members of that plan are provided with transportation benefits through their Managed Care Plan and must be screened out accordingly and referred directly to their managed care benefit. It should be understood that each County has different managed care plans, some of which include transportation as a covered benefit. The administrative vendor will be required to understand the managed care networks in each County and ensure that trips are not scheduled for recipients who have this coverage through their managed care plan.

Consistent with State and Federal regulation the least expensive mode of transportation that is appropriate and available based upon his or her medical condition, on the medical provider's location and on the treating medical practitioner's instructions.

For Medicaid eligible individuals who need to be transported out of the common medical marketing area, based on the physician's instruction, payment will be made by the contractor for services through the eMedNY system by prior authorization at the least costly, yet appropriate, level of service. Medicaid payments can be made only to lawfully authorized vendors of transportation services. In order to be eligible to receive payment the vendor must be lawfully authorized on the date the services are rendered.

Counties participating in this initiative have district transportation projects that were designed to produce efficiency and cost savings. In many cases the specialized service restricts freedom of choice in specific geographic areas and allow for the most effective mode of transportation, at the lowest price per mile in specific geographic areas. This agreement will transfer the responsibilities of managing and assigning trips locally supported transportation initiative as defined by this agreement, while developing an agreement between the Local Department of

Social Services and Medical Answering Services, Inc. to provide transportation services for Oneida County Medicaid recipients.

The following local supported transportation services are available in Oneida County:

Personal and Volunteer Driver mileage reimbursement: as supported by State and Federal guidelines, customers of the Medicaid Program are permitted to seek reimbursement for the costs of transportation to and from approved medical appointments. Consumers who seek reimbursement must schedule and receive approval for the trip prior to the completion of the trip. When approved and following the completion of the trip, the consumer may submit a claim for reimbursement for the costs associated with a trip to Medical Answering Services Inc. Medical Answering Services Inc. will reimburse the consumer and upon payment to the consumer to eligible to submit claims to the County Department of Social Services for reimbursement of these costs. Reimbursement may be sought on a monthly basis and submitted to the local Department of Social Services in a manner outlined by the District. Personal gasoline reimbursement is reimbursed to consumers at the approved NYS DOH personal, volunteer mileage rate. These expenses will be reimbursed on a monthly basis by the Local Social Services District. Each month a monthly claim including the consumer's name, MA number, mileage and cost will be submitted to the DSS for payment.

Mass Transit: many mass transit providers are unable to accept a prior authorization for trips scheduled via bus, train or some other form of mass transit. In all cases, the most efficient, least cost mode of transportation should be provided to a Medicaid recipient. In these cases, MAS will schedule the trip via a mass transit provider by developing a contract with the provider, purchasing bus and or train tickets and distributing them for use. These expenses will be reimbursed on a monthly basis by the Local Social Services District. Each month a monthly claim including the consumers name, MA number, mileage and costs will be submitted to the DSS for payment.

Lodging Reimbursement: as supported by State and Federal guidelines, customers of the Medicaid Program in some cases are permitted to seek reimbursement for the costs of lodging for guardians of individuals that require over night medical stays when service is out of the required Common Market Area. Consumers who seek reimbursement must receive approval for such stay prior to the completion of the stay. When approved and following the completion of service, the consumer and/or provider may submit a claim for reimbursement for the costs associated with the stay to Medical Answering Services Inc. Medical Answering Services Inc. will reimburse the consumer and/or provider of service and upon payment to the consumer and/or provider, be eligible to submit claims to the County Department of Social Services for reimbursement of these costs. Reimbursement may be sought on a monthly basis and submitted to the local Department of Social Services in a manner outlined by the District. These expenses will be reimbursed on a monthly basis by the Local Social Services District. Each month a monthly claim including the consumer's name, MA number, and cost will be submitted to the DSS for payment.

Compliance with Laws

This Agreement shall commence January 1, 2012 and terminate December 31, 2012. This Agreement is subject to re-negotiation within thirty (30) days of its expiration date.

This Contract services as a pass through and the Contractor will only be reimbursed for payments made directly to recipients and/or providers on behalf of Oneida County. The Department agrees to pay reimbursements monthly upon submission of appropriate documentation including itemized expenditure breakdown with cost documentation attached to a county voucher.

Options to renew the contract are at the discretion of the Department, which shall supply a thirty (30) day written notice to the Contractor of any intent to terminate the contract prior to the stated contract termination date stated herein.

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations 41CFR part 60.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must 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"

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 with 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 Department 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.

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.

The Contractor also agrees to comply with Federal and State laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirement.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of services provided under this Agreement

Such financial records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel. All records must be available for audit for a period of (6) years.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual independent audit.

The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and has the right to have reassigned any employee performing under the contract and to request retention, reinstatement or reassignment of any contract employee who may have been removed.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employee of the Department or the County of Oneida. It is further expressly agreed that the Contractor will hold the Department harmless for any liability arising from any act of omission or commission by the Contractor with respect to the Agreement or any term thereof.

The Department shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon an application within 30 days of application. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department shall provide the Agency with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

This Agreement cannot be assigned by the Contractor excepting as stated above, without obtaining written approval of the Department.

This Agreement can be terminated with a 30 day written notice by either party.

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 waiver, 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.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

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: 1/31/12  
Agency: Medical Answering Services, LLC

Authorized Signature: *Wayne Freeman*

Print Authorized Name: Wayne Freeman

Title: Chief operating officer

\*\*\*\*\*

**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

*Medical Answering Services, LLC.*

# 36602

*Reimbursement for Expenses of Non-emergency Transportation*

*January 1, 2012 – December 31, 2012*

(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

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 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant 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 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 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 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. 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 : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(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).



NON-DISCLSURE AGREEMENT  
Between

The Oneida County Department of Social services (the DEPARTMENT) and Medical Answering Services, Inc. (the Contractor).

THIS AGREEMENT is 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 Medical Answering Services, LLC, P.O. Box 11998, Syracuse, New York 13218 (hereinafter called Contractor).

Whereas, contractor and associated employee are under engagement by the Department to provide assistance with Non emergency Medical Transportation; and

WHEREAS, it is in the interest of all parties that discussions and information exchanged be carried on in a controlled environment and that confidential and proprietary information developed by the parties be protected from further disclosure, unless the Department approves of its release, and that any confidential or proprietary information or data be protected from disclosure to third parties, other than on a need to know basis;

NON THEREFORE, for and in consideration of the employment as a Contractor and associated employee to perform services for the Department, Contractor and employee agree to the following;

1. All information of which Contractor and/or employee become aware during employee's course of involvement with the Department shall be deemed to be confidential information (oral, visual or written). Notwithstanding the foregoing, information which falls into any of the following categories shall not be considered confidential information.
  - a. information that is previously rightfully known to the receiving party without restriction on disclosure;
  - b. information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
  - c. information that is independently developed by Contractor or employee without use of confidential information of the Department or any State or governmental agency.
2. Except as specifically permitted in this non-Disclosure Agreement or by the Department, Contractor and or employee shall not, at any time, in any fashion, form, or manner, either directly, indirectly or accidentally, divulge, disclose, communicate or use, either prior to , during or subsequent to any engagement, and confidential information or

- methods of accessing information or data received, obtained, acquired, directly, indirectly or accidentally, or developed in association with any engagement.
3. Contractor and employee agree that any confidential information and or proprietary data received from the Department shall be provided only to those designated staff of the Department, and Contractor on a pre-approved and need to know basis.
  4. Contractor and employee agree to be bound by applicable Federal and State laws governing confidentiality and or privacy of information.
  5. Contractor and employee agree to immediately notify the Department of any request for information concerning or related to the Department business that does not come from an individual involved in the project.
  6. Contractor and or employee agree not to issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding his/her engagement or employment without the advance approval of the Department
  7. Contractor and employee agree that all confidential or proprietary information in its possession is at all times the sole property of the Department and that Contractor and employee will turn over to the Department all reports, notes memoranda, notebooks, drawings, and other information or data developed, received, compiled by or delivered to Contractor and/or employee relating to any engagement for services, regardless of the source of said information, upon termination of any engagement. Contractor and employee agree to return or, with the consent of the Department, destroy all confidential or proprietary information at the conclusion of this agreement or at an earlier date set forth by the Department destruction includes the complete purging of all confidential information from all computers and back up media storage. Contractor and employee shall certify in writing that they have complied with the obligations set forth in this section,
  8. Contractor and/or employee shall not attach or load any additional hardware or software to the Department or State equipment unless authorized by the Department and will use only those access rights and will access only those directories, information or data authorized for his/her use by the Department and that all requests for access must be communicated to the Departments Systems Administrator, and the appropriate State agency's information Security Officer
  9. Contractor and employee agree to take no actions which intrude upon, disrupt or deny services to the Department, unless prior authorized and in such a manner as directed by the Department Systems Administrator or his/her designee.
  10. In addition to the consent of the Department required in paragraph 8 and 9 to consent of the applicable New York State Agency's Information Security Officer shall be required with respect to any statewide system or database.
  11. Contractor and employee agree to only transmit confidential information including client data to the Department though the use of secure methods as designed by the Department for such purposes
  12. Contractor and employee agree:
    - a. To use the confidential information furnished under this Agreement only for the

- purposes described in the engagement and herein; and
- b. To retain such confidential information only so long as may be necessary to effectuate the purposes of the engagement.
13. The Contractor and employee agree to store confidential information received in secure, locked containers. Where data is stored on a computer or other electronic media, the Contractor must have an appropriate computer security policy that protects confidential information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever stored, must be limited to personnel with an official business need, who are nonetheless governed by this LCM. Responsibility for computer security must be assigned to a specific individual or organization and the assignment must be documented.
  14. Contractor and employee agree that if they/he/she or Contractor's agents breaches, or threatens to breach this Agreement, in addition to having any engagement terminated, The Department shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for loses or damages resulting from such breach. Contractor and employee acknowledge that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential or proprietary information as defined in this Agreement. Contractor and employee further understand and agree that the terms of this Non-Disclosure Agreement shall survive any term of this engagement, and Contractor and employee will abide by the terms of this Non-Disclosure Agreement in perpetuity.
  15. The Contractor and employee shall indemnify and hold harmless the Department and the applicable State Agency as well as the State of New York from any and all claims, suits, damages, and costs of any kind including attorney fees and causes of action arising out of or in any way related to the terms of Contractors engagement, including but not limited to unauthorized disclosure of any confidential information received hereunder.
  16. The Contract agrees that it shall not assign or subcontract their obligations under this Agreement.

IN WITNESS WHEREOF, As the duly authorized representative of the Contractor, I hereby certify that the applicant will comply with the above Non-Disclosure Agreement.

\*\*\*\*\*

Date: 1/31/12

Agency: Medical Answering Services, LLC

Authorized Signature: Wayne Freeman

Print Authorized Name: Wayne Freeman

Title: Chief Operating Officer

\*\*\*\*\*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/19/2011

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).

<b>PRODUCER</b> Brown & Brown - Empire State 500 Plum Street, Ste. 200 Syracuse NY 13204	<b>CONTACT NAME:</b> Deborah Stephens	
	<b>PHONE</b> (A/C No. Ex): 315-474-3374 328	<b>FAX</b> (A/C. No): 315-474-7039
<b>E-MAIL</b> ADDRESS: dstephens@bbempirestate.com		
<b>PRODUCER</b> CUSTOMER ID #:		
<b>INSURED</b> Medical Answering Services, LLC PO Box 11998 Syracuse NY 13218		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>NAIC #</b>
		<b>INSURER A:</b> Travelers Indemnity Co of Amer
		<b>INSURER B:</b> Travelers Indemnity Co
		<b>INSURER C:</b> Lloyd's of London
		<b>INSURER D:</b> Travelers Cas Ins Co of Amer
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER: 1125890943** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	680 4018M387	5/1/2011	5/1/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	680 4018M387	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	Y	N	CUP0108T937	5/1/2011	5/1/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	N	N/A	UB0108T28	5/1/2011	5/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional/General Liab	Y	N	NPL1061010	5/1/2011	5/1/2012	Per claim 1,000,000 Aggregate 3,000,000

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

See Attached...

<b>CERTIFICATE HOLDER</b>  Oneida County Department of Social Services County Office Building 800 Park Avenue Utica NY 13501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>James L. Schaefer</i>

© 1988-2009 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Brown & Brown - Empire State		NAMED INSURED Medical Answering Services, LLC PO Box 11998 Syracuse NY 13218	
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

Additional Insured on the General Liability policy applies per attached form CG D1 05.  
Additional Insured on the General Liability portion of the Professional Liability policy applies per attached form E855.1  
Umbrella follows form of the General Liability policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS:**

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance – The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.



**Endorsement 8**

APPLICANT NAME: Medical Answering Services, LLC

**E855.1 General Liability: Blanket Additional Insured (PL GL)**

Page 1 of 1

It is hereby understood and agreed that as a condition precedent to coverage provided under Insuring Agreement B. of this Policy, the Insured shall include any person or organization that the Named Insured is obligated by virtue of a written contract or agreement to add as an additional insured onto this Policy provided, however, the written contract or agreement must be:

1. currently in effect or becoming effective during the **Policy Period**; and
2. executed prior to the **Bodily Injury, Personal Injury, or Property Damage** caused by a covered **Accident**.

It is further understood and agreed that the coverage provided to these additional insured(s) is limited as follows:

1. Coverage shall apply solely for the liability due to the **Named Insured's** own negligence and no coverage shall apply to the liability resulting from the sole negligence of the additional insured(s); and
2. The limits of liability applicable to the additional insured(s) are those specified in the written contract or written agreement or in the Declarations of this Policy, whichever is less. These limits of liability are inclusive of, and not in addition to, the limits shown in the Declarations of this Policy.

All other terms and conditions remain unchanged.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

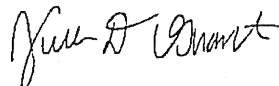
**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name and Address of Insured (Use street address only)  <b>MEDICAL ANSWERING SERVICES LLC 375 W. ONONDAGA STREET SYRACUSE NY 13202</b>	1b. Business Telephone Number of Insured 315-299-2779 1c. NYS Unemployment Insurance Employer Registration Number of Insured 4684726 1d. Federal Employer Identification Number of Insured or Social Security Number 200721170
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  Oneida County Department of Social Services County Office Building 800 Park Ave Utica, NY 13501	3a. Name of Insurance Carrier The Hartford Life Insurance Company 3b. Policy Number of entity listed in box "1a": LNY 634465 3c. Policy effective period:  10/01/2011 to 09/30/2012

4. Policy covers:

a.  All of the employer's employees eligible under the New York Disability Benefits Law  
b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 07/13/2011 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 454-7020 Title Manager

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

*Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

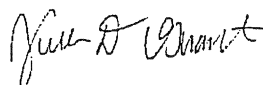
1a. Legal Name and Address of Insured (Use street address only)  MEDICAL ANSWERING SERVICES LLC 375 W. ONONDAGA STREET SYRACUSE, NY 13202	1b. Business Telephone Number of Insured 315-299-2779 1c. NYS Unemployment Insurance Employer Registration Number of Insured 4684726 1d. Federal Employer Identification Number of Insured or Social Security Number 200721170
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  Oneida County Department of Social Services County Office Building 800 Park Ave Utica, NY 13501	3a. Name of Insurance Carrier HARTFORD LIFE INSURANCE CO. 3b. Policy Number of entity listed in box "1a": LNY634465 3c. Policy effective period: 10-01-2011 to 09-30-2012

4. Policy covers:

a.  All of the employer's employees eligible under the New York Disability Benefits Law

b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 10-19-2011 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 454-7020 Title Manager

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

*Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

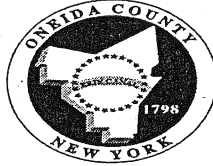
#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



Anthony J. Picente Jr.  
County Executive



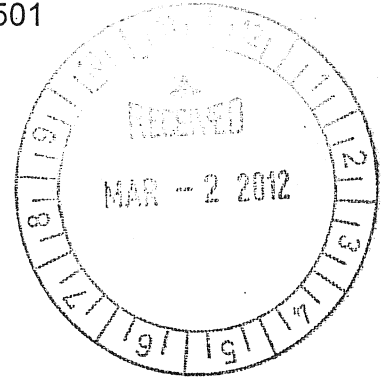
Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

February 24, 2012

FN 20 12 - 154



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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

Oneida County is in receipt of a grant from Office of Children and Family Services in the amount of \$ 50,594.00 for the time period of February 1, 2012 through January 31, 2013. These funds are approved to be used for the Child Fatality Review Team (CFRT).

The purpose of the Child Fatality Review Team is to investigate the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive service case and in the case of a report made to the central register involving the death of a child; A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

**There will be no county funds utilized to support this effort.** I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators fro acceptance of these grant funds.

Sincerely,

Lucille A. Soldato  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 3/1/12

LAS/tms  
attachment

#35401

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

**Title of Activity or Services:** Child Fatality Review Team **Grant**

**Proposed Dates of Operations:** February 1, 2012 through January 31, 2013

**Client Population/Number to be Served:**

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The purpose of the Child Fatality Review Team is to investigate the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive service case and in the case of a report made to the central register involving the death of a child; A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

**2). Program/Service Objectives and Outcomes**

- Increase the percentage of reported childhood deaths that are properly investigated through a multi-disciplinary team approach
- Decrease the number of necessary interviews with siblings and witnesses
- Decrease the level of trauma to secondary victims
- Maintain accurate records of reports, arrests, prosecutions, and convictions, coordinate quarterly meeting in both Oneida and Madison County, facilitate trainings, collect data, and provide community outreach based on needs assessment.
- Increase the number of secondary victims and perpetrators receiving appropriate treatment and services.

**3). Program Design and Staffing Level -**

**Total Grant Amount:** \$ 50,594

**Mandated or Non-Mandated** – Non-Mandated the local district may establish a Child Fatality Review Team with the approval of New York State Office of Children and Family Services. Oneida County has been approved to be the lead agency for the two counties which include Oneida and Madison Counties

**Oneida County Dept. Funding Recommendation:** A2703 - 100% funds through New York State Office of Children and Family Services

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal            0%  
State                100%  
County              0%

**Cost Per Client Served:**

**Past performance Served:** The Department began the Child Fatality Review Team in August 2007 and receives 100% grant funding from New York State Office of Children and Family Services to support this program.

**O.C. Department Staff Comments:** Oneida County is the lead agency supporting two counties which include Oneida County and Madison County.

\*\*\*\*\*

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

\*\*\*\*\*



<b>STATE AGENCY:</b> Office of Children and Family Services 52 Washington Street Rensselaer, New York 12144	<b>NYS COMPTROLLER'S</b> C026541 <b>ORIGINATING AGENCY CODE:</b> 25000
<b>CONTRACTOR:</b> Oneida County  800 PARK AVENUE UTICA NY 13501-2981	<b>TYPE OF PROGRAM (S):</b> CQI Continuous Quality Improvement CFRT Child Fatality Review Teams
<b>CHARITIES REGISTRATION NUMBER:</b> If EXEMPT provide Reason: <u>Governmental</u> Contractor <input type="checkbox"/> has / <input type="checkbox"/> has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	<b>CONTRACT PERIOD:</b>  From: 02/01/2012  To: 01/31/2013
<b>FEDERAL TAX IDENTIFICATION #:</b>	
<b>MUNICIPALITY NUMBER:</b> 300100000-000	<b>FUNDING AMT FOR PERIOD:</b> 50,594.00
<b>STATUS:</b> Contractor <input type="checkbox"/> is / <input checked="" type="checkbox"/> is not a sectarian entity.  Contractor <input checked="" type="checkbox"/> is / <input type="checkbox"/> is not a not-for-profit organization.	<b>MULTI-YEAR TERM (if applicable):</b>  From: 02/01/2012  To: 01/31/2013

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT**  
 Revised 4/20/01

- NYS Agreement
- Appendix A Standard Clauses For NYS Contracts - Dec 2011
- APPENDIX A-1
- Appendix A-2
- Appendix B - Budget
- Appendix C
- APPENDIX D APPLICATION COVER PAGE AGREEMENT - OCTOBER 2011
- Appendix X

+

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

<b>CONTRACTOR</b>	<b>STATE AGENCY</b> Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by: 
	<u>State Agency Certification</u> "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."

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

Approved:  
Thomas P. DiNapoli  
State Comptroller

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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. 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, 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 A1.

- 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.

### 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 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 claim, demand or application to or for any right based upon any different status.



V. Property

- A. 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 NEW YORK STATE CONTRACTS**

**TABLE OF CONTENTS**

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

## 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 -- 7<sup>th</sup> 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 A-1**  
**STANDARD CLAUSES FOR ALL**  
**NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES CONTRACTS**

(Revised 08-2011)

**1. PERSONNEL**

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the APPENDICES. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal and State laws and regulations.
- b. It is the policy of the Office to encourage the employment of qualified applicants for, or recipients of public assistance by both public organizations and private enterprises who are under contractual AGREEMENT to the Office for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Office, to the degree that such change is within the reasonable control of the Contractor.

**2. NOTICES**

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- By certified or registered United States mail, return receipt requested;
- By facsimile transmission;
- By personal delivery;
- By expedited delivery service; or
- By e-mail.

Notices to the Office shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-Mail Address provided to the Contractor during contract development, or to such different Program Manager as the Office may from time-to-time designate.

Notices to the Contractor shall be addressed to the Contractor's designee as shown on the Cover Page in Appendix D, or to such different designee as the Contractor may from time-to-time designate.

- b. 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.
- c. 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.

**3. OFFICE SERVICES**

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the APPENDICES.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined

between the Contractor and the Office, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Office. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Office, unless the Office has given direction for, or approval of, an alternative means of disposition in writing.

- c. Upon written direction by the Office, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

#### **4. GENERAL TERMS AND CONDITIONS**

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b.i. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- b.ii. The Contractor immediately shall notify in writing the OCFS Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, any subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.
- d. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
  - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- e. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- f. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into

any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor

- g. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.
- h. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section 3 m. of this Appendix A-1.
- i. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- j. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- k. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- l. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Office recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the

statute of limitations for the New York False Claims Act is ten years.

- m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:
- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  - The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
  - The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
  - The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
  - The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
  - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
  - The contractor has engaged in any other actions of a similarly serious nature.

Where the contractor has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the contract that the contractor agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this contract, the contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the contractor will promptly notify OCFS if the contractor engages in any actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor, as described above.

- n. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a.
- o. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.
- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at :  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- r. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

## **5. REPORTS AND DELIVERABLES**

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Office and as necessary to meet State and Federal requirements.

## **6. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

## **7. PUBLICATIONS AND COPYRIGHTS**

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Office, which results (1) shall acknowledge the support of the Office and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.
- b. The Office and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Office's right to such license.
- c. All of the license rights so reserved to the Office and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Office at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Office, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report

or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## **8. PATENTS AND INVENTIONS**

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Office. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

## **9. TERMINATION**

- a. This AGREEMENT may be terminated by the Office upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Office agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require a) the repayment to the Office of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at the Office's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Office terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Office to the Contractor.
- d. Should the Office determine that Federal or State funds are limited or become unavailable for any reason, the Office may reduce the total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Office agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Office shall follow this up immediately with written notice. The Office will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Office. For Legislative and other special purpose grants funded from a State Community Projects Fund (State Finance Law § 99-d) account, the state shall not be liable for payments under this agreement made pursuant to an appropriation to the account if insufficient monies are available for transfer to the account, after any required transfers are made pursuant to State Finance Law § 99-d (3).
- e. The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible

vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Office may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the Contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contact. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require (a) the repayment to the Office of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b), at the Office's option.

#### **10. CONTRACTOR COMPLIANCE**

The Office shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Office in transferring the operation of the contracted services to any other entity selected by the Office in a manner that will enable the Office or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Office from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

The Contractor agrees to cooperate fully with any audit or investigation the Office or any agent of the Office may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the NYS Attorney General, State Comptroller, the Office, and any representatives specifically directed by the State Comptroller or the Office to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Office will return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Office.

#### **11. FISCAL SANCTION**

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

- The contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to OCFS within the established timeframe;
- An OCFS, Office of the State Comptroller, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this or another OCFS agreement;
- The contractor has not provided fiscal or program reports as required under the terms of this or another OCFS agreement;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the contractor;
- The contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the contractor and funded under an agreement with OCFS.

Once the contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

## **12. PROCUREMENT LOBBYING LAW**

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

The Office reserves the right to terminate this contract if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the Office, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. Nothing herein shall preclude or otherwise limit the Office's right to terminate this contact as set forth at Paragraph 8 of this Appendix A-1.

## **13. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES**

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the contractor must submit on or before May 15<sup>th</sup> of each year for the annual period ending March 31<sup>st</sup>, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the contract whether employed by the contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:  
<http://ocfs.state.nyenet/admin/Forms/Contracts/word2000/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services



Bureau of Contract Management  
52 Washington Street, South Building, Room 202  
Rensselaer, New York 12144

New York State Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, New York 12236  
Attn: Consultant Reporting

New York State Department of Civil Service  
Alfred E. Smith Office Building  
8<sup>th</sup> Floor Counsel's Office  
Albany, New York 12239

#### **14. ADDITIONAL ASSURANCES**

- a. The Office and Contractor agree that Contractor is an independent contractor, and not an employee of the Office. The Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the Office) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, The Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.
- b. The Contractor agrees that Modifications and/or Budget Revisions that do not affect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.
- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

#### **15. RENEWAL NOTICE TO NOT-FOR-PROFIT CONTRACTORS**

With respect to contracts that include a renewal option, if the Office does not provide notice to Contractor of its intent to not renew this contract by the date by which such notice is required by §179-t (1) of the State Finance Law, this contract shall be deemed continued until the date that the Office provides the notice required by §179-t (1), and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

Priority deaths for review shall include:

- Any child whose death has been reported to the SCR as allegedly occurring as the result of abuse or maltreatment.
- Any child for whom child protective services has an open case.
- Any child for whom the local department of social services has an open preventive services case.
- The death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency. This may include children up to age 21 years old
- Infant sleep related deaths, particularly bed sharing.
- Injury related deaths where the cause(s) is unclear.

The Program Manager will have final decision making responsibility on all allowable and non-allowable costs. The following parameters will apply:

Allowable costs include but are not limited to:

- staffing, fringe benefits
- project equipment and furniture
- computers and appropriate software for the project
- supplies, mailing and printing costs of project related flyers/pamphlets, educational materials
- staff travel costs at the approved State travel rate. State rates are available at the following web address: <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- telephone installation and monthly billing
- consultants retained by a formal agreement
- rental of space
- renovations to CFRT sites to improve the operation of the team. Acceptable renovations may include alterations to the structure of a building or space to be used by the CFRT to improve the case review, investigation or services to non-offending family members.
- training
- A maximum of 10% federally approved Indirect Cost Rate with appropriate documentation

Nonallowable costs include but are not limited to:

- capital development or acquisition costs such as purchasing buildings and major refurbishing / renovation of buildings,
- supplanting current positions or responsibilities of CFRT members
- out of state travel, unless approved by the OCFS Program Manager
- interest costs, including cost incurred to borrow funds,
- costs of organized fund raising,
- cost for preparation of continuation agreements or contracts and other proposal development costs,
- overtime costs for team members,
- costs for dues, incorporation fees, conferences or meetings unless in connection with the project
- lunch or meals for CFRT members is not allowed.



## A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.  
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

Prepare financial oversight and expenditure reports for the CFRT contract on a quarterly basis.

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:

Enter Role/Responsibility Below

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

### B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
Project Coordinator - theodore Mohr		\$41,600	\$41,600
Principal Clerk		\$4,088	\$4,088
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Contractual/Consultant Costs</b>	\$0	\$45,688	\$45,688

Enter Budget Narrative Below:

Project Coordinator - 12 months (52 weeks) 20 hrs per week x 52 @ \$ 40 X = \$ 41,600  
 Breakdown per County below:  
     Madison County CFRT enhancement 6 hrs per week @ \$40 per hour = \$ 12,480  
     Oneida County CFRT enhancement 14 hrs per week @ \$40 per hour = \$ 29,120

Principal Clerk - provides office support and assistance to Coordinator with reports and documents.  
 Principal Clerk - maximum of 327 hours @ \$ 12.50 = \$ 4,088

\* Contractual Consultant Agreements will be provided prior to reimbursement.



## B5. Travel

Item	Local Share	OCFS Funds	Total Costs
Coordinator Travel		\$88	\$88
CFRT Training		\$1,200	\$1,200
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Travel Costs</b>	\$0	\$1,288	\$1,288

**Enter Budget Narrative Below:**

Coordinator travel between Oneida County and Madison County CFRT office and review meetings. 40 miles per meeting @ .55 per mile for 4 meetings = \$ 88.00

Training monies will be set aside for the purpose of training CFRT team members. Trainings will be researched and pre-approval will be sought from the OCFS program manager.

\* State rates and state per diem rates will be followed for all travel and trainings.



## B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Training manuals and training materials		\$1,000	\$1,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Supply Costs</b>	\$0	\$1,000	\$1,000

Enter Budget Narrative Below:

Seminars will be hosted where training manuals will be distributed at an average cost of \$ 10.00 per manual with 100 manuals being distributed. The seminars will take place at the Oneida County Advocacy Center, Utica, New York in a large auditorium

Madison County and Oneida County representatives from CFRT will have preference.

### B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Meeting Room Fees		\$800	\$800
Telephone and internet access line		\$1,143	\$1,143
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Other Expenses</b>	\$0	\$1,943	\$1,943

Enter Budget Narrative Below:

Rental of room space for CFRT meetings total of 8 meetings @ \$ 100 per meeting  
breakdown:  
 Madison County - 4 meetings @ \$100.00 per meeting  
 Oneida County - 4 meetings @ \$100.00 per meeting

Telephone and internet package for the 12 month contract period \$ 95.25 x 12  
 months = \$ 1,143.00

<b>Contractor Name:</b>	Oneida County
<b>Period of Budget:</b>	2/1/12 through 1/31/13
<b>Contract Number:</b>	C026541

**APPENDIX B  
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
1	2	3	4
<b>A. Personal Services</b>			
1. Project Staff Salaries	\$0	\$675	\$675
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$675	\$675
<b>B. Non-Personal Services</b>			
4. Contractual/Consultant	\$0	\$45,688	\$45,688
5. Travel/Per Diem	\$0	\$1,288	\$1,288
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$1,000	\$1,000
8. Other Expenses	\$0	\$1,943	\$1,943
9. Total (Total Lines 4 to 8)	\$0	\$49,919	\$49,919
<b>C. Project Total (Lines 3 + 9)</b>	\$0	\$50,594	\$50,594

	<b>Local Match (if required)</b> Use *calculation below
--	--

\*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement ) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

\* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

## Local Share/Match Breakdown

	Source	Amount
<b>A. Cash Donations</b>		
<b>B. In-Kind Donations</b>		
<b>C. Volunteers/Intern</b>		
<b>D. Fees for Service</b>		
<b>E. Unrestricted Cash or Fund Balance</b>		
<b>F. Grants:</b>		
- Other grants supporting this project		
<b>Amount of OCFS Funds</b>	NYSOCFS	\$50,594
<b>Non-OCFS Funds supporting this project</b>		
<b>Total</b>		\$50,594

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

**APPENDIX C  
PAYMENT AND REPORTING TERMS AND CONDITIONS**

**Line Item Budget**

**Revised August 2011**

- This Contract is funded with non-Federal funds only
- This contract is funded in whole or in part with Federal funds (see Appendix A3, Paragraph 14, for federal audit information)
- OCFS has determined that the Contractor IS NOT a Subrecipient
- OCFS has determined that the Contractor IS a Subrecipient
- The Federal funds for this contract are from Catalog of Federal Domestic Assistance (CFDA Number(s):

**I. PAYMENT TERMS AND CONDITIONS**

In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services (OCFS) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page of this AGREEMENT for the initial AGREEMENT period and, for subsequent periods, the amount specified in Appendix X for that period. All payments shall be in accordance with the budget contained in Appendix B for the applicable period. Payment under this AGREEMENT is conditional upon the continued availability of funds. Should funds become unavailable, the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were available. Payments and future funding are contingent on the availability of funding for the activities to be conducted in accordance with this AGREEMENT.

Funds cannot be expended until the contract is approved by the Office of the State Comptroller (OSC). Expenditures cannot precede the contract start date. If the Contractor makes expenditures subsequent to the contract start date, but prior to OSC approval of the contract, they do so at their own risk.

See Appendix A-2 for any additional program-specific Payment Terms and Conditions applicable to this AGREEMENT. To the extent that there is a conflict between any Payment Terms and Conditions set forth in this Appendix and in Appendix A-2, the Payment Terms and Conditions in Appendix A-2 will supersede the Payment Terms and Conditions in Appendix C.

Contractor shall provide complete and accurate billing invoices to the Office in order to receive payment. Billing invoices submitted to the Office must contain all information and supporting documentation required by this AGREEMENT, the Office and the Office of 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 of the Office, 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 Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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 AGREEMENT if it does not comply with the Office of the State Comptroller's electronic payment procedures, except where the Commissioner of the Office has expressly authorized payment by paper check as set forth above.

## II. ADVANCE PAYMENT AND RECOUPMENT

- a. To the extent permitted by applicable laws and regulations, OCFS may, at its own discretion, make advance payment(s) to the Contractor, up to **40%** of the annual period amount, upon the submission by the Contractor of sufficient justification therefor. Any advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by OSC and upon the submission to OCFS by the Contractor of a properly executed State of New York Standard Voucher, or on-line claim submitted through the OCFS Contract Management System (CMS), in a form acceptable to OCFS and to OSC.
- b. Recoupment of any advance payment(s) shall be recovered by crediting **33.3% of the advance amount for the first 3 quarters** or as otherwise specified in Appendix A-2. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the AGREEMENT period will be refunded by the Contractor to OCFS. In the event either party terminates the AGREEMENT prior to its expiration, the Contractor agrees to refund to OCFS immediately any advance balance then outstanding.
- c. An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Standard Voucher, or on-line claim submitted through CMS, in a form acceptable to the Office and to the Comptroller of the State of New York, whichever is later.
- d. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, vouchers for payment of advances are payable 30 days from the start date of services within the contract period if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's voucher or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.

## III. CLAIMS FOR REIMBURSEMENT

- a. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of OCFS under this AGREEMENT within fifteen (15) days after the end of each **quarterly** claiming period or as otherwise specified in Appendix A-2.
- b. The Contractor shall submit a New York State Standard Voucher or on-line claim submitted through CMS and a New York State Financial Claim Report within fifteen (15) days after the end of each claiming period as identified in Appendix A-2. The Contractor shall also submit the appropriate supporting fiscal documentation for the expenses claimed. The final claim shall be submitted within thirty (30) days after the expiration of each annual contract period or the early termination of this AGREEMENT or as otherwise specified in Appendix A-2.
- c. OCFS agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher, or on-line claim submitted through CMS, in a form acceptable to OCFS and to OSC and the submission of required Program reports. OCFS agrees to submit each approved claim to OSC for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing, together with a justification therefor.
- d. Vouchers other than those for payment of advances are payable on the 45th day after the end of the vouchering period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller, and if the Contractor's voucher or on-line claim submitted through CMS is received within 15 days after the end of said period. If the Contractor's voucher or on-line claim submitted through CMS is received later than 15 days after the end of said period, then



the voucher will be payable 30 days after receipt if deemed acceptable by OCFS and the Office of the State Comptroller."

- e. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, vouchers or on-line claims submitted through CMS other than those for the payment of advances are payable 30 days after the end of the vouchering period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's voucher or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.
- f. OCFS reserves the right to withhold up to ten percent (10%) of the total amount of the contract as security for the faithful completion of services under this AGREEMENT. OCFS  will or  will not withhold up to 10% of the total amount of this contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under this AGREEMENT. The amount withheld will be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT as detailed in Appendix D, a final voucher or on-line claim submitted through CMS, the accounting for any advance payment(s) made pursuant to this AGREEMENT, and upon certification by the Contractor that it has completed its obligations and duties under this AGREEMENT.
- g. OCFS will not be liable for payments on any contract, grant or agreement made pursuant to an appropriation if insufficient monies are available, pursuant to Section 99-d(3) of the State Finance Law.
- h. The Contractor shall require any and all subcontractors to submit all financial claims for services rendered and required supporting documentation and reports necessary to complete the financial claim and expense report as referenced in Section III.a. above in sufficient time for said information to be received by the Contractor no later than ten (10) days following the final day of the claiming period. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information and/or are not received by the Contractor by said due date. Subcontractors shall be paid on a timely basis after submitting the required reports and vouchers for reimbursement of services.
- i. Subcontracts should not be signed by Contractor prior to OCFS approving the subcontract and OSC approving the contract. Subcontracts cannot have start dates prior to the contract start date. If Contractor obtains signature on a subcontract subsequent to the start date, but prior to OSC approval of the contract, they do so at their own risk.
- j. Payment for travel costs and related expenses incurred by the Contractor's staff, employees and consultants shall be made at no greater than the prevailing New York State rates established for travel costs and related expenses for State employees as set by OSC and listed at the following internet website <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- k. OCFS may specifically request the return of any equipment purchased pursuant to this AGREEMENT. At the discretion of OCFS, the Contractor may retain custody of such equipment, provided it continues to be used for the children, family, and youth services outlined in the AGREEMENT. No equipment purchased with OCFS funds may be transferred or disposed of without written permission from OCFS. Equipment items purchased and claimed must be listed in the approved contract budget. Any changes in the equipment listed in the budget must have prior approval by OCFS in writing before implementing the change.
- l. If the Contractor receives funds under this AGREEMENT to construct, renovate or improve the property it occupies, then the improved property will be used for the children, family and youth services outlined in this AGREEMENT for the period set forth in Appendix A-2 of this AGREEMENT

- m. All obligations must be incurred prior to the end date of the contract. The Contractor has up to 90 days after the contract end date to make expenditures as long as the obligation was made prior to the contract end date.
- n. Any goods or services ordered by the Contractor prior to the contract start date must be received and paid for during the contract period in order for the cost of such goods and/or services to be reimbursed to the contractor using funds from this AGREEMENT. Should the contractor order goods and/or services prior to Office of the State Comptroller's approval of the contract, the contractor does so at their own risk and OCFS will not reimburse the contractor for the cost of such goods and/or services if such goods and/or services were received or paid for prior to the commencement of the contract period.

**IV. BUDGET REVISIONS**

- a. For the purposes of paragraphs b), c) and d) below, direct cost categories are defined as the separate sections of the budget as shown on the Budget Summary Page.
- b. The Contractor may make revisions to the budget contained in Appendix B up to ten percent (10%) of any direct cost category without prior approval of OCFS except that any budget revisions that affect changes in the workplan contained in Appendix D shall require prior written approval of OCFS unless otherwise specified in Appendix A-2. The Contractor agrees to submit any and all revisions made pursuant to this subparagraph to the Designated Payment Office identified in Appendix A-2 within ten (10) days of implementing such revisions or as an attachment to any claims for reimbursement that may be associated with such revisions, whichever is the earlier date.
- c. Budget revisions in excess of ten percent (10%) of any direct cost category or which affect changes in the workplan as contained in Appendix D shall be submitted in writing to the Designated Payment Office identified in Appendix A-2 for approval, accompanied by justification therefor. The OCFS Project Officer shall notify the Contractor, in writing, of OCFS' approval of such budget revisions, or shall, in writing, notify the Contractor of OCFS' disapproval and identify the reasons for such disapproval.
- d. Any proposed modification to the contract which results in a change of greater than ten percent (10%) to any budget category must be submitted by OCFS to OSC for approval, and must be approved by OSC prior to its implementation.

**V. AUDIT AND RECORDS RETENTION**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this AGREEMENT (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. OSC, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this AGREEMENT, shall have access to the Records during normal business hours at an office of the 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; (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. If the Records are in any way relevant to audit findings, litigation or claims and the audit findings, litigation, or claims are not resolved within a period of six (6) years after the end or termination of this AGREEMENT, the Contractor will retain such records until notified in writing by OCFS to dispose of them.

**VI. REFUNDS**

In the event that the contractor must make a refund to OCFS for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

NYS Office of Children and Family Services  
Attention: Contract Cash Receipts  
Bureau of Contract Management  
Capital View Office Park  
52 Washington Street  
South Building, Room 202  
Rensselaer, NY 12144

**VII. PROGRAM REPORTING REQUIREMENTS**

- a. The Contractor shall submit a Program Report on the schedule stated in Appendix A-2 and in the format specified by OCFS.
- b. In addition to the periodic reports stated above, the Contractor shall, prior to receipt of final payment under this AGREEMENT, submit a final program report satisfactory to OCFS no later than thirty (30) days following the termination of this contract or the completion of expenditures, whichever is sooner or as otherwise specified in Appendix A-2.

**VIII. REPORTING SCHEDULE**

All periodic reports as identified in Appendix A-2 shall be submitted in accordance with the schedule provided unless otherwise designated in writing by the Program Officer. All periodic reports must be submitted no later than fifteen (15) days after the end of the reporting period or as otherwise specified in Appendix A-2.

**IX. DESIGNATED PAYMENT OFFICE**

Designated Payment Office information is contained in Appendix A-2.

**Appendix D**  
**Application Cover Page – Agreement**

I. Incorporated Agency Name:	Oneida County (Department of Social Services)			
II. Project Title:	Oneida-Madison Counties CFRT Program			
III. New York State Vendor ID:	300100000000			
IV. Amount of OCFS Funds Requested:	\$50,594.00			
V. Proposed Dates of Project:	February 1, 2012 through January 31, 2013			
VI. Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
Oneida County Department of Social Services 800 Park Avenue Utica, New York 13501		✓		
Oneida County Child Advocacy Center 930 York Street Utica, New York 13502	✓		✓	✓
VII. Federal Tax Identification Number or Municipality Code:	300100000-000			
VIII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the DUNS Number?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		DUNS Number:	
IX. Is the Business Entity a: (a) For Profit entity; <u>and</u> (b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes, please specify the type of entity:	<input type="checkbox"/> Minority Owned Business Enterprise (MBE) <input type="checkbox"/> Women Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
X. Is the Business Entity a: (a) Not-For-Profit entity; <u>and</u> (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
XI. Charities Registration Number: (If exempt, enter reason for exemption)				
XII. Has the Business Entity filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

<b>XIII. Congressional/Legislative District Information: (If Known)</b>					
Federal Congressional District(s): 24th					
State Assembly District(s): Several					
State Senate District(s): Several					
<b>XIV. County:</b>				Oneida	
<b>XV. Contact Person(s):</b>					
Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board Chairperson	Gerald J. Fiorini	800 Park Avenue Utica, New York 13501	315-798-5900		
Chief Administrative Officer <sup>1</sup>	County Executive Anthony Picente Jr.	800 Park Avenue, Utica, New York 13501	315-5800 APicente@ocgov.net	✓	✓
Contract Contact	Tammy Stoetzner	800 Park Avenue Utica, New York 13501	315-798-5260 tstoetzner@ocgov.net		
Chief Fiscal Officer	Lucille A. Soldato Commissioner	800 Park Avenue Utica, New York 13501	315-798-5733 lsoldato@ocgov.net	✓	✓
<b>**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.</b>					

<sup>1</sup> The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, eg. Executive Director, County Executive, or Agency Commissioner

## Non-Discrimination/Non-Sectarian Compliance

Agency:

- |  | <u>Yes</u>   | <u>No</u>                        |
|--|--|----------------------------------|
| a. According to the Certificate of Incorporation, are the organization's purposes sectarian? (For example, is the organization a corporation organized under the religious corporation law or a corporation which has a corporate purpose to serve a particular religious group or to promote the doctrine of a particular religion in general?) | <input type="radio"/>                                | <input checked="" type="radio"/> |
| b. Are any of the proposed services in your project sectarian in nature?   | <input type="radio"/>                                | <input checked="" type="radio"/> |
| c. Does the organization have as its goal the furthering of any sectarian purpose?   | <input type="radio"/>                                | <input checked="" type="radio"/> |
| d. Are the services to be provided by sectarian staff? (e.g. Clergy)   | <input type="radio"/>                                | <input checked="" type="radio"/> |
| e. Are services being delivered in a building owned by a sectarian organization?   | <input type="radio"/>                                | <input checked="" type="radio"/> |
| f. Are services direct educational services in connection with a school?   | <input type="radio"/>                                | <input checked="" type="radio"/> |
| g. Will the proposed services be provided on the basis of race, religion, color, national origin or sex?   | <input type="radio"/>                                | <input checked="" type="radio"/> |
| h. What is the target population of the organization?  | All Oneida & Madison County residents                |                                  |
| i. What will the organization do if individuals who are not part of your target population ask for services?   | No refusal of any Oneida or Madison County Residents |                                  |
| j. Will the organization serve, either through direct services or referrals, all who request assistance?   | <input checked="" type="radio"/>                     | <input type="radio"/>            |

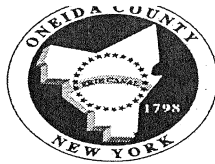
**If the answer(s) to any of the questions a-e, or g, are "yes", then justify why you should be funded below.**

### ORGANIZATION INFORMATION

For statistical purposes, check yes or no for each of the following items as it relates to your organization.

- |                         |                           |                                     |                      |                                      |                                     |
|-------------------------|---------------------------|-------------------------------------|----------------------|--------------------------------------|-------------------------------------|
| Non-Profit Organization | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Women-Owned Business | <input type="radio"/> Yes            | <input checked="" type="radio"/> No |
| Minority Business       | <input type="radio"/> Yes | <input checked="" type="radio"/> No | Municipality         | <input checked="" type="radio"/> Yes | <input type="radio"/> No            |
| Small Business          | <input type="radio"/> Yes | <input checked="" type="radio"/> No |                      |                                      |                                     |

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

February 9, 2012

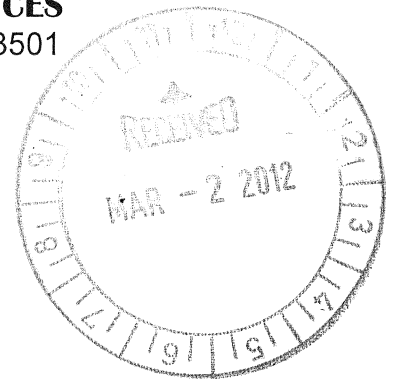
Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20

12 - 155

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.

Private Duty Nursing Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

I am respectfully requesting that this sample contract for Private Duty Nursing Services be approved for all seven (7) Agencies under one resolution, however if there are concerns with any individual provider, that provider or providers maybe omitted and processed separately.

The following is a list of the seven (7) Private Duty Nursing Providers:

- Cathie Lee's Home Health Care, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 13413
- Interim Health Care, 3300 James Street, Syracuse, New York 13206
- Oxford Home Care Services, 131 oxford Road, New Hartford, New York 13413
- Sibley Nursing Personnel Service, Inc., 1655 Elmwood Ave, Suite 100, Rochester, New York 14620
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

The term of these agreements runs from June 1, 2012 through May 31, 2013. The rates are approved by New York State. The cost of these seven providers in 2011 was \$ 772,551.00 with a local share of 10 % or \$ 77,255.10.

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 submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date

3/27/12

2/9/12

# XXXXX

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Seven (7) Various Private Duty Nursing Providers

- Cathie Lee's Home Health Care, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 13413
- Interim Health Care, 3300 James Street, Syracuse, New York 13206
- Oxford Home Care Services, 131 oxford Road, New Hartford, New York 13413
- Sibley Nursing Personnel Service, Inc., 1655 Elmwood Ave, Suite 100, Rochester, New York 14620
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

**Title of Activity or Services:** Private Duty Nursing

**Proposed Dates of Operations:** June 1, 2012 through May 31, 2013

**Client Population/Number to be Served:** Physically or Mentally Disabled Medicaid Recipients.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Private Duty Nursing Services prior approval by Oneida County Office for the Aging/Continuing Care.

**2). Program/Service Objectives and Outcomes -**

To provide Private Duty Nursing Services to eligible Medicaid Recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

**3). Program Design and Staffing Level -**

**Total Funding Requested:** Rates approved by New York State & vary according to level of care

**Mandated or Non-mandated:** Mandated Service



**Oneida County Dept. Funding Recommendation:** Account #:A6102.495

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

<b>Federal</b>	62 % - \$ 478,981.62
<b>State</b>	28 % - \$ 216,314.28
<b>County</b>	10 % - \$ 77,255.10

**Cost Per Client Served:** Rates approved by New York State & vary according to level of care:

**Past performance Served:** Private Duty Nursing Services is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Counties Medicaid Cap. The total cost to the state for these seven providers in 2011 was \$ 772,551.00 with a cost to the Department equaling approximately \$ 77,255.10.

**O.C. Department Staff Comments:** The Department has contracts with a number of Health Care Agency's to ensure the availability of services when needed and is satisfied with the service provided by these providers.

APPENDIX I

AGREEMENT BETWEEN ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND A CONTRACTING AGENCY FOR PRIVATE DUTY NURSING SERVICES  
(pursuant to title ii of article 5 OF THE NEW YORK STATE  
SOCIAL SERVICES LAW AND TITLE XIX OF THE UNITED STATES SOCIAL  
SECURITY ACT.

FOR TITLE XIX SERVICES ONLY

AN AGREEMENT

BETWEEN: ONEIDA COUNTY DEPARTMENT of SOCIAL SERVICES  
(LOCAL DSS DISTRICT)

AND: PRIVATE DUTY NURSING PROVIDER  
(Provider) (PRIVATE DUTY NURSING)

WHEREAS, local Social Services Districts are authorized pursuant to Section 35a (2) (d) of the New York Social Services Law and New York State Department of Social Services Regulations 18NYCRR 505.8 and/or other Department regulations to provide Private Duty Nursing Services to persons eligible to receive paid services; and

WHEREAS, the district is desirous of obtaining Private Duty Nursing Services to be rendered to recipients of medical assistance for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable State Law; and

WHEREAS, the Contractor(s) herein represent(s) that he, she it, or they will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable State Law, and which are eligible for reimbursement thereto,

NOW THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

1. The relationship of the providers to the Department shall be that of independent contractor. The Provider, in accordance with his status as an independent contractor covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Department by reason thereof, and that he will not be reason thereof, 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 Workman's Compensation coverage, or retirement membership or credits.

2. The contractor(s) agree(s) to provide Private Duty Nursing Services, as defined in New York State Department of Social Services Regulation 18 NYCRR 505.8 to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services Law and/or prescription(s) or a physician in accordance with a plan of treatment to be supervised by the New York State Department of Social Services (18 NYCRR 505.8 or superseding provisions).

3. The Private Duty Nursing Services will be rendered as authorized by the district at the locations specified by the district during the term of this agreement, and should be provided for particular recipients only as long as authorized, pursuant to the district's direction as to frequency, type, and amount.

4. The district shall not be obligated to utilize the services of the contractor(s), and the district or the New York State Department of Social Services shall in its discretion be authorized to terminate any agreement or request for services to be rendered to any or all recipient(s) upon notification to the

*Private Duty Nursing Provider*  
*Private Duty Nursing*

#XXXXXX  
6/1/11-5/31/12

contractor(s), its agent(s) or employee(s); the cessation of services to a particular recipient shall not render this entire agreement void or voidable. In the event of termination, the provider shall promptly transfer any and all records pertaining to the Contractor to the local district or to any subsequent provider designated by the local district.

5. This agreement shall be valid and binding for the time period set forth below except that if the time period set forth continues beyond the time from the effective date of this agreement, the agreement shall be voidable any time after the end of one year at the option of the local Social Services District of the New York State Department of Social Services shall be obligated to renew or extend the terms of this contract.

6. The district shall reimburse the contractor(s) at the rate(s) set forth below, except that if the rates to be paid by the district are decreased the unilateral direction of the State and/or Federal supervising authority and the contractor is so notified, any services rendered by the contractor(s), its agent(s) or employees shall be reimbursed at a decreased rate unless a higher rate is specifically approved for contractor by the district and the supervising authority, the contractor shall not be required without its (their) consent to provide after notification of a decrease rate, but any services provided after notification of a decreased rate shall be deemed to have been rendered consent.

7. The contractor(s) agree(s) that its employees or agents rendering Private Duty Nursing Services shall be subject to the supervision of the district and/or the New York State Department of Social Services and/or any nurse or agency(ies) designated by the district to provide supervision of the Private Duty Nursing Services being rendered to the authorized recipient medical assistance (Medicaid) in accordance with state-established policies and standards. It is understood and agreed that the district and/or the New York State Department of Social Services retains the right to maintain a continued case management for any recipients of medical assistance (Medicaid) and that all the activities of the provider contract(s) shall be subject the monitoring of the local State Social Services Departments.

8. The contractor(s) agree(s) that all employees rendering Private Duty Nursing Services or other services to medical assistance recipients must have current valid licenses and/or registrations.

9. The contractor(s) will cooperate and participate as directed by the local district of the New York State Department of Social Services, is an endeavors incident to the rendering of Private Duty Nursing Services herein including, but not limited to, testimony for fair hearings for recipient grievance hearings and

*Private Duty Nursing Provider*  
*Private Duty Nursing*

#XXXXXX  
6/1/11-5/31/12

notices thereof to recipients, reports, survey studies, audits, court or judicial proceedings, and any other matters procedures relating to the furnishing of Private Duty Nursing Services to the contractor.

10. The contractor(s) shall make all necessary and/or required employer payroll reports, deductions, tax, insurance or other payments, including, but not limited to, providing for workmen's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes, and comply with any other legal or customary requirements, the contractors shall conduct their affairs in a manner such that the local district and/or the New York State Department of Social Services will not be held liable (and/or shall be held harmless) for any actions or omissions of the contractor, its employees, agents, or other representatives.

11. The contractor(s) shall obtain and maintain in full force and effect liability or other insurance that protects the local district and/or the New York State Department of Social services from any potential contractor, such coverage may be an endorsement to an existing policy of the contractor(s). Regardless of form or manner of coverage, the insurer shall be requested by the contractor(s) to provide the local district with a written acknowledgement of coverage, the terms and conditions thereof, and commitment to notify the district at least ten (10) days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

12. The contractor(s) agree(s) to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Department as well as by Federal personnel when Federal funds are being utilized in making payments to the provider. The provider agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department and duly authorized by the State Department of Social Services.

13. The provider agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by and on forms furnished by the local district as duly authorized by the State Department of Social Services.

14. The contractor agrees to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the district shall have full access to and the right to examine any of said materials during said period.

15. The district and the contractor(s) shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except examination of records by the district and/or the New York State Department of Social Services as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the district's requirements and obligations under law will be allowed.

16. The contractor(s) agree(s) that it has notified or will notify, the district and/or the New York State Department of Social services of any affiliated entities with which it has direct or indirect cooperative agreement contracts for services, or any other type of formal or informal arrangements whereby the costs/and/or the amounts received in reimbursements of services rendered to recipients are shared among or transferred between the provider and any other entity(ies), if the provider makes any disbursement directly or indirectly to and entity receiving reimbursement from any government agency, the district and/or the New York State Department of Social Services shall so be notified. It is understood by the parties to this agreement that the purpose of this clause is the discovery of any plan to regulate the provision and cost of services in circumvention of the rate-setting and reimbursement procedures of New York State and/or other government agencies.

17. (a). The terms set forth in Appendix A appended hereto (revision of 1982 shall be made a part hereof, and shall be incorporated herein.

(b). The contractor agrees to comply with the requirements of the United States Civil Rights Act of 1964, as amended and Executive Order No. 11246 entitled :Equal Employment Opportunities and the requisition issued pursuant thereto as contained in 41 CFR Part 60 and/or any other Federal or State regulation or laws.

(c). Contractor agrees to observe and comply with the Federal regulation contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap: Programs and Activities Receiving or Benefiting from Federal Financial from Federal Financial Assistance.

18. Local variations, if any, shall be set forth in an Appendix B,  
*Private Duty Nursing Provider* #XXXXX  
*Private Duty Nursing* 6/1/11-5/31/12

appended hereto, and shall be effective only if the terms and form of such variations have been approved in writing by the New York State Department of Social Services and reference to such approval is indicated thereon; if the terms of any such local variations conflict with the meaning of the terms in the main body of this Contract, the words and meaning in the main body shall be controlling to the exclusion of the local variations, unless a separate executed agreement between the State Department of Social Services and the local district deliberately changes said effect and a copy of said agreement is appended hereto.

19. The terms of reimbursement for medical assistance services (pursuant to Title XIX of the Federal Social Security Act) shall be effective only if said rates are approved by the New York State Budget Director. The terms of reimbursement shall be as follows:

Check either Box A or Box B.

- ( ) A. (1) \$ \_\_\_\_\_ per ( ) hour ( ) day (X) other per recipient for which services is rendered and/or  
(2) Other:  
(3) Period of Effectiveness: From (date) 6/1/2012-5/31/2013 and maybe renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the Term of this agreement.  
(4) This Agreement may be terminated by either party upon 30 days notice to the other party.

(X) B. As set forth in Appendix B

Unless otherwise stated, the amount of reimbursement set forth shall be the total gross amount of payment before any set-offs, and no additional reimbursement to the provider will be made for any subsidiary or other service supplementary or in addition to the terms herein set forth.

20. The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

*Private Duty Nursing Provider*  
*Private Duty Nursing*

#XXXXX  
6/1/11-5/31/12

" 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."

21. 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

*Private Duty Nursing Provider*  
*Private Duty Nursing*

#XXXXX  
6/1/11-5/31/12



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 Department 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:

*Private Duty Nursing Provider*  
*Private Duty Nursing*

#XXXXXX  
6/1/11-5/31/12

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.

22. 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.

23. The Contractor shall provide a copy of its corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;
- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

24. This contractual arrangement shall not diminish the provider's agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided

by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

25. The parties agree to renegotiate this agreement in the event that the Department of Health and Human Services issue new or revised requirements on the as condition for receiving continued Federal or State reimbursement.

26. This agreement may be amended whenever determined necessary by the District and Contractor(s), if such amendments are approved by the New York State Department of Social Services. All amendments must be in writing, duly signed by both parties, and be annexed to the Contract.

27. 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 the agreement, shall be deemed to exist or to bind any of the parties hereto.

28. 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 term hereof.

\*\*\*\*\*

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: \_\_\_\_\_  
Agency: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than-
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by

Private Duty Nursing Provider  
Private Duty Nursing

#XXXXX  
6/1/11-5/31/12

the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, 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, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to:

recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with 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 hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
- \* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or

State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

- \*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1)The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to

any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder can not make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

---

**\*\*Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.



APPENDIX B  
NURSING RATES  
SET BY NEW YORK STATE

LPN  
LPN Premium  
RN  
RN Premium

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

Private Duty Nursing Provider  
Private Duty Nursing

# XXXXX  
6/1/11-5/31/12

(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

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 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant 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 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 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 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. 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 : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(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).

- 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).

---

---

DRUG-FREE WORKPLACE (GRANTEES 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 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: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

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

---

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

---

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

---

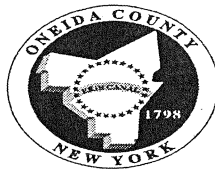
SIGNATURE

DATE

*Private Duty Nursing Provider*  
*Private Duty Nursing*

# XXXXX  
6/1/11-5/31/12

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

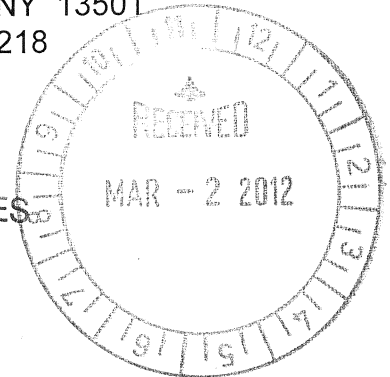
Phone (315) 798-5733 Fax (315) 798-5218

February 9, 2012

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

FN 20 12-156

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.

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

I am respectfully requesting that this sample contract for Personal Care Services be approved for all six (6) Agencies under one resolution, however if there are concerns with any individual Provider, that Provider or Providers maybe omitted and processed separately.

The following is a list of the six (6) Personal Care Service Providers:

- Cathie Lee's Home Health Care, P.O. Box 526, Sylvan Beach, New York
- Family Home Care, 519 N. Madison Street, Rome, New York
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York
- Presbyterian Residential Community, 4300 Middlesettlement Road, New Hartford, New York
- Sibley Nursing Personnel Service, 1655 Elmwood Ave. Suite 100, Rochester, New York
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York

The term of these Agreements runs from June 1, 2012 through May 31, 2013. New York State Department of Health establishes the Personal Care Rates. The cost of these six providers in 2011 was \$1,123,710 with a local share of 10 % or \$ 112,371.

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

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

  
Anthony J. Picente, Jr.  
County Executive

Date 3/27/12

LAS/tms  
attachment

2/9/12  
# XXXXX

**Oneida Co. Department Social Services**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Six (6) Various Personal Care Service Providers

- Cathie Lee's Home Health Care, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 14150
- Presbyterian Residential Community, 4300 Middlesettlement Road, New Hartford, New York 13413
- Sibley Nursing Personnel Service, 1655 Elmwood Ave. Suite 100, Rochester, New York 14620
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

**Title of Activity or Services:** Personal Care Services

**Proposed Dates of Operations:** June 1, 2012 through May 31, 2013

**Client Population/Number to be Served:** Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

**2). Program/Service Objectives and Outcomes -**

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

**3). Program Design and Staffing Level - N/A**

**Total Funding Requested:** Rates determined by New York State –

**Oneida County Dept. Funding Recommendation:** Account # A6102.495

**Mandated or Non-mandated:** Mandated service

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	62 % -	\$ 696,700.20
State	28 % -	\$ 314,638.80
County	10 % -	\$ 112,371.00

**Cost Per Client Served:** Rates vary as to the level of care required.

**Past performance Served:** Personal Care Services is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state for these six providers in 2011 was \$ 1,123,710.00 with a cost to the Department equaling approximately \$ 112,371.00.

**O.C. Department Staff Comments:** The Department is satisfied with all personal care service providers and contracts with a number of agencies to ensure availability of service.

#XXXXXX

# Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1<sup>ST</sup> DAY OF JUNE, 2012

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT 800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE DISTRICT), AND PERSONAL CARE SERVICE PROVIDER LOCATED AT

\_\_\_\_\_

(HEREINAFTER CALLED THE PROVIDER)



This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and Personal Care Service Provider (Provider) having its principal office at \_\_\_\_\_.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that he or she will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

**THEREFORE**, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and district.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the district or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services District's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the Sate Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty days advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the district and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of Health from any potential liability that may accrue as a result of any actions by the

Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
  - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
  - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
  - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
  - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing services in accordance with service authorization. The Provider

shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
  - i) the skills needed by the patient;
  - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
  - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
  - i) Is unavailable;
  - ii) Does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
  - iii) Is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the district furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statutes, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify, the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

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 other parties hereto. Terms of this Agreement shall be effective beginning June 1, 2012 through May 31, 2013 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.



Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

\*\*\*\*\*

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: \_\_\_\_\_

Agency: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

eMedNY ID # \_\_\_\_\_

\*\*\*\*\*

**APPENDIX A**

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - a) No laborer, workman or mechanic, in the employ of the provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
  - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
  - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
    1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
      - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
      - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
  - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions

of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

- d) The Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
- e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
- g) The provider will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.

VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:

- a) That neither the provider 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 provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
- b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

## APPENDIX B

### (Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to Personal Care Service Provider at the reimbursable rate established by the New York State Department of Health.

**APPENDIX C**

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND  
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO  
TITLE 11  
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)  
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services  
(Social Services District)

and:

Personal Care Service Provider  
(Provider)

## Nursing Supervision

WHEREAS, as agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
  - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
  - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.



- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated opposite their respective signatures. This addendum shall be valid and binding for the time period set forth in the Agreement to which the addendum is appended.

DATE: \_\_\_\_\_

For the Oneida County  
Department of Social Services: \_\_\_\_\_  
Lucille A. Soldato, Commissioner

DATE: \_\_\_\_\_

For: \_\_\_\_\_  
(Provider)

Authorized Signature: \_\_\_\_\_

Print name and Title: \_\_\_\_\_

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
- (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

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 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant 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 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 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 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. 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 : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(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).

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).

---

---

DRUG-FREE WORKPLACE (GRANTEES 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 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: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

---

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

---

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

---

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

---

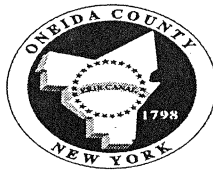
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

---

SIGNATURE

DATE

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

February 9, 2012

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

FN 20 12

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

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

HEALTH & HUMAN SERVICES  
WAYS & MEANS SERVICES

Date 2/14/12

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.

Personal Emergency Response Service (PERS) provides service to those eligible Medicaid clients who still reside in their home but require monitoring for health and safety issues.

I am respectfully requesting that this sample contract for Personal Emergency Response Service (PERS) be approved for all four (4) Agencies under one resolution, however if there are concerns with any individual provider, that provider or providers maybe omitted and processed separately.

The following is a list of the four (4) Personal Emergency Response Service (PERS) Providers:

- GTL, Inc. d/b/a Link to life, 297 North Street, Pittsfield, Massachusetts 01201
- Health Care Monitoring Systems Inc., PO Box 1437, 113 Main Street, Richfield Springs, New York 13439
- Lifeline Systems, Inc., 111 Lawrence Street, Farmingham, Massachusetts, 01702
- Responselink of Central New York, 4552 Knolltop Terrace, Syracuse, New York 13215

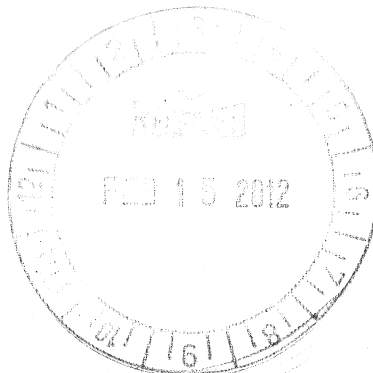
The term of these agreements runs from June 1, 2012 through May 31, 2013. New York State Department of Health establishes the agency rates. The cost of these four providers in 2011 was \$55,981.00 with a local share of 10 % or \$ 5,598.10.

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,

*[Signature]*

Lucille A. Soldato  
Commissioner



LAS/tms  
attachment

2/9/12

# XXXXXX

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Four (4) Various Personal Emergency Response Service (PERS)

- GTL, Inc. d/b/a Link to life, 297 North Street, Pittsfield, Massachusetts 01201
- Health Care Monitoring Systems Inc., PO Box 1437, 113 Main Street, Richfield Springs, New York 13439
- Lifeline Systems, Inc., 111 Lawrence Street, Farmingham, Massachusetts, 01702
- Responselink of Central New York, 4552 Knolltop Terrace, Syracuse, New York 13215

Title of Activity or Services: Provides Personal Emergency Response Service.

Proposed Dates of Operations: June 1, 2012 through May 31, 2013

Client Population/Number to be Served: Eligible Medicaid Recipients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide Personal Emergency Response Systems for those eligible Medicaid clients who are at home but yet require monitoring for health and safety issues.

2). Program/Service Objectives and Outcomes

To reduce number of hours required of a personal service aide for health and safety monitoring. Must be approved by Office of Continuing Care in conjunction with the clients personal physician. Increase Medicaid clients self sufficiency and independence.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Approved Rates.

Oneida County Dept. Funding Recommendation: Account #A6102.495

Mandated or Non-mandated: Mandated

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

Federal	62 %	-	\$ 34,708.22
State	28 %	-	\$ 15,674.68
County	10 %	-	\$ 5,598.10

Cost Per Client Served: New York State Approved Rates

Past performance Served: Personal Emergency Response Service (PERS) is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Counties Medicaid Cap. The total cost to the state for these four providers in 2011 was \$ 55,981.00 with a cost to the Department equaling approximately \$ 5,598.10.

O.C. Department Staff Comments: The Department is satisfied with all of the provider's performance. The Department contracts with four different providers for PERS services to ensure availability of services.



# XXXXX

Appendix B

AGREEMENT

BETWEEN A SOCIAL SERVICES DISTRICT  
AND A PROVIDER OF PERSONAL EMERGENCY  
RESPONSE SERVICES (PURSUANT TO TITLE  
11 OF ARTICLE 5 OF THE SOCIAL SERVICES LAW AND  
TITLE XIX OF THE SOCIAL SECURITY ACT.)

FOR TITLE XIX SERVICES ONLY

This Agreement 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 principal offices at the Oneida County Office Building 800 Park Avenue, Utica, New York 13501 (hereinafter called Department) and Provider having principal offices at \_\_\_\_\_ (hereinafter called Contractor).

**WHEREAS**, the Social Services District, pursuant to Section 367-g of the Social Services Law (“SSL”) and the New York State Department of Social Services’ (“Department”) Regulations at Section 505.33 of Title 18 NYCRR, may authorize personal emergency response services (“PERS”) to be provided to Medical Assistance (“MA”) recipients whom the Social Services District has determined eligible to receive these services; and

**WHEREAS**, the Social Services District is authorized, pursuant to Section 365.1(d) of the SSL and subdivision (d) of Section 505.33 of Title 18 NYCRR, to enter into written agreements for the provision of PERS for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act (“SSA”), Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

**WHEREAS**, the Provider represents that it will provide PERS as authorized by the Social Services District pursuant to Title XIX of the SSA, Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

**WHEREAS**, the Social Services District and the Provider have determined to enter into this written Agreement pursuant to which the Provider will provide PERS to MA recipients whom the Social Services District has determined eligible to receive these services;

**THEREFORE**, the Social Services District and the Provider agree as follows:

1. Social Services District’s Authorization of PERS:

The Social Services District is responsible for determining whether MA recipients are eligible to receive PERS, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, and for authorizing and re-authorizing PERS for MA recipients whom it determines eligible to receive PERS. The Social Services District's eligibility determinations, authorizations, and reauthorizations for PERS will be in accordance with subdivision (c) of Section 505.33 of Title 18 NYCRR and such directives to social services districts as the Department may issue.

2. Provider's Provision of PERS:

The Provider agrees to provide PERS to MA recipients whom the Social Services District has determined eligible to receive PERS and has authorized or re-authorized to receive PERS. The Provider agrees that its provision of PERS will be in accordance with subdivisions (a) and (f) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as the Department may issue.

3. Standards for PERS Equipment:

The Provider agrees to assure that all PERS equipment complies with the PERS equipment standards set forth in subdivision (g) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as the Department may issue.

4. Training of Monitoring Agency Staff:

The Provider agrees to assure that staff of the monitoring agency, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, are fully trained regarding their responsibilities when the monitoring agency receives signals for help from MA recipients' PERS equipment.

5. Payment for PERS:

The Social Services District agrees to authorize payment to the Provider for PERS that are provided to MA recipients whom the Social Services District has determined eligible for PERS and has authorized or re-authorized to receive PERS and that are provided in accordance with the Social Services District's authorization or reauthorization, Section 505.33 of Title 18 NYCRR, and such directives as the Department may issue. The Social Services District agrees to authorize payment to the Provider at the rates set forth in Appendix B of this Agreement, provided that such rates have been established pursuant to subdivision (h) of Section 505.33 of Title 18 NYCRR. The rates set forth in Appendix B of this Agreement are the total payment to the Provider, and no additional payment to the Provider will be made by the Department, the Social Services District, or the PERS recipient. The Social Services District will authorize that payment to the Provider terminate on the day that the District sends a written notification to the Provider that it must remove the PERS equipment from the former PERS recipient's home.

6. Social Services District's Monitoring:

The Provider agrees that its provision of PERS is subject to the monitoring of the Social Services District in accordance with subdivision (e) of Section 505.33 of Title 18 NYCRR and such directives as the Department may issue.

7. Quality of Services:

This Agreement does not diminish the Provider's responsibility for maintaining the quality of PERS the Provider provides. The Provider agrees to remain responsible for the following:

- A. ensuring that PERS provided pursuant to this Agreement complies with all pertinent provisions of Federal and State Law and regulations; and
- B. ensuring the quality of PERS provided by the Provider or any entity with which the Provider has a subcontract.

8. Non-Exclusive Agreement:

The Social Services District is not obligated to use the Provider's services. The Social Services District or the Department may, in its discretion and upon written notice to the Provider, terminate the Provider's responsibility to provide PERS to any one or more MA recipients. Such termination of the Provider's responsibility to provide PERS to any one or more MA recipients does not render this Agreement void or voidable.

9. Provider as Independent Contractor:

The Provider agrees that the Provider is an independent contractor and not an employee, officer, or agent of the Social Services District or the Department. The Provider agrees that the Provider and the Provider's employees, officers, and agents will conduct themselves in accordance with this status and neither hold themselves out as, or claim to be, employees, officers, or agents of the Social Services District or the Department. The Provider also agrees that neither the Provider nor the Provider's employees, officers, or agents will make any claim for any right or privilege applicable to a Social Services District or Department employee, officer, or agent including, but not limited to, Workers' Compensation or retirement benefits.

10. Liability and Other Insurance:

The Provider agrees that, prior to providing PERS under this Agreement, it will obtain liability or other insurance in sufficient amounts, to protect the Social Services District and the Department and their officers, employees, and agents from any liability relating to the provision of PERS that may arise as a result of any acts, omissions, or negligence by the Provider or by the Provider's officers, employees, or agents. Such insurance coverage may be an endorsement to an existing policy of the Provider. The Provider agrees to maintain such coverage while this Agreement is in

effect. The Provider also agrees that, regardless of the form or manner of the Provider's insurance coverage and prior to providing PERS under this Agreement, the Provider will request its insurer to provide the Social Services District with a written acknowledgment of the Provider's insurance coverage, the terms of the Provider's insurance coverage, and a commitment that the insurer or the Provider will notify the Social Services District at least ten calendar days before the effective date of any change in, or cancellation of, the Provider's insurance coverage.

11. Indemnification:

The Provider agrees to indemnify and hold harmless the Social Services District and the Department and their employees, officers, and agents against any liability resulting from the Provider's performance or failure to perform in accordance with the terms of this Agreement.

12. Provider's Record keeping Responsibilities:

- A. The Provider agrees to complete all required employer payroll records and deduct all tax, insurance, and other required payments including, but not limited to, worker' compensation; disability insurance; Social Security taxes; Federal and State unemployment insurance benefits; Federal, State and Local income tax withholding; and any other legal or customary requirements.
- B. The Provider agrees to maintain records and accounting procedures that properly reflect all direct and indirect costs expended in the performance of this Agreement. The Provider also agrees to collect and maintain all fiscal and program statistical records required by the Social Services District or the Department on forms the Social Services District supplies and the Department has approved.
- C. At all times during the term of this Agreement and for a period of six years after final payment, the Provider agrees to provide all authorized representatives of the Social Services District, the Department, and the State and Federal governments with full access to all records relating to the Provider's performance under, and funds payable pursuant to, this Agreement for the purpose of examination, audit and copying of such records.
- D. The Provider agrees to comply with all applicable Federal and State requirements governing the confidentiality of information on MA recipients, including, but not limited to, Section 369 of the SSL, Section 1902(a)(7) of the SSA, and regulations promulgated under such provisions.
- E. The Provider agrees to maintain all records and other documents required by this Section 12 of this Agreement or otherwise relevant to this Agreement for six years after final payment.

13. Notice of Provider's Subcontracts and Other Agreements:

The Provider agrees to notify the Social Services District or the Department of any affiliated entities with which it has direct or indirect agreements, subcontracts for services, or any other arrangement under which the amounts the Provider receives as payment for PERS are shared among, or transferred between, the Provider and any other entity or entities. If the Provider directly or indirectly disburses any amount to any entity receiving payment from any governmental agency, it agrees to notify the Social Services District or the Department of the nature, type amount, and date of any such disbursement.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must 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."

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 Agency 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 Department 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.

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.

14. Employment Practices:

The Provider agrees to comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin; the implementing regulations prescribed by the Secretary of Labor at 41 Code of Federal Regulations, Part 60; and the Federal regulations contained in 45 Code of Federal Regulations Part 84, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

15. Fair Hearings:

The Social Services District will provide notices to PERS recipients or applicants of their right to state fair hearings as required by Federal and State law and regulations. The Provider, upon request of the Department or the Social Services District, agrees to participate in State fair hearings when necessary for the determination of issues. The Provider also agrees to participate, as requested by the Social Services District or the Department, in any endeavors incident to the provision of PERS including, but not limited to, testimony for fair hearings; reports, surveys, studies, or audits; court or judicial proceedings; and any other matters relating to the Provider's provision of PERS.

16. Termination of this Agreement by the Social Services District:

- A. The Social Services District may terminate this Agreement under the following circumstances:
- (i) The Department notifies the Social Services District the Federal or State reimbursement is no longer available for PERS;
  - (ii) The Provider fails to perform its obligations pursuant to this Agreement, including any local variations that are set forth in any Appendix B-3 of this Agreement, or the Provider violates any of the material terms of this Agreement;
  - (iii) The Department has sanctioned the Provider for conduct that constitutes an unacceptable practice under the MA program;
  - (iv) The Social Services District has determined that each of the MA recipients to whom the Provider furnished PERS is no longer eligible for MA or PERS;
  - (v) The Social Services District has determined that an emergency exists which could jeopardize the health, safety, or welfare of MA recipients to whom the Provider furnishes PERS;
  - (vi) The Provider has become insolvent, provided that such insolvency does not result from nonpayment or late payment to the Provider of funds due pursuant to this Agreement;
  - (vii) A voluntary or involuntary proceeding under the Bankruptcy Act is commenced by or against the Provider, provided that the cause for the commencement of such proceeding was not the nonpayment or late payment to the Provider of funds due pursuant to this Agreement; or
  - (viii) The Social Services District and the Provider have agreed that the Social Services District may terminate this Agreement under other circumstances set forth in any Appendix B-3 of this Agreement, and such other circumstances have occurred.
- B. Except in an emergency, the Social Services District agrees to give the Provider 30 calendar days written notice of its intention to terminate this



Agreement. The written notice must contain the reasons for the Social Services District's termination of this Agreement and the effective date of this Agreement's termination.

17. Termination of this Agreement by the Provider:

- A. The Provider may terminate this Agreement under the following circumstances:
- (i) The Department revises the requirements for the Provider's provision of PERS and the Provider reasonably finds these requirements unacceptable;
  - (ii) The Department has reduced the rates paid to the Provider, as set forth in Appendix B-2 of this Agreement, and the Provider reasonably finds such reduced rates to be unacceptable; or
  - (iii) The Social Services District and the Provider have agreed that the Provider may terminate this Agreement under other circumstances set forth in any Appendix B-3 of this Agreement, and such other circumstances have occurred.
- B. The Provider agrees to give the Social Services District 30 calendar days written notice of its intention to terminate this Agreement. The written notice must contain the reasons for the Provider's termination of this Agreement and the effective date of this Agreement's termination.

18. Agreement Close-out Procedures:

The Provider agrees to comply with all Social Services District and Department closeout procedures when this Agreement terminates or expires. These closeout procedures include, but are not necessarily limited to, the following:

- A. Within five business days after this Agreement terminates or expires, the Provider agrees to transfer to the Social Services District, or the Social Services District's designee, a copy of the Provider's records pertaining to all MA recipients to whom the provider previously furnished, or is currently furnishing, PERS pursuant to this Agreement.
- B. Within thirty calendar days after this Agreement terminates or expires, the Provider agrees to notify the Social Services District in writing of all obligations relating to this Agreement that the Provider necessarily incurred before this Agreement terminated or expired and that came due after this Agreement terminated or expired. The Social Services District agrees to authorize payment to the Provider in accordance with this Agreement for such obligations. The Social Services District will not authorize payment to the Provider for any

obligations that the Provider incurs or pays after this Agreement terminates or expires.

- C. Within thirty calendar days after this Agreement terminates or expires, the Provider agrees to account for, and refund to, the Social Services District any overpayments or excess funds paid to the Provider pursuant to this Agreement.
- D. Within ninety calendar days after this Agreement terminates or expires, the Provider agrees to submit to the Social Services District a final report, completed by a certified public accountant, of the Provider's receipt and expenditure of funds pursuant to this Agreement.

19. Agreement to Renegotiate:

The Social Services District and the Provider agree to renegotiate this Agreement if the Federal or State government revises the requirements for PERS and these revisions would affect the continued availability of PERS reimbursement or payment.

20. Amendments:

The Social Services District and the Provider agree to amend this Agreement when they determine amendments are necessary, No such amendment will be effective until the Department has approved it. All amendments must be in writing, signed by authorized representatives of the Social Services District and the Provider, and attached to this Agreement.

21. Local Variations:

Local variations, if any, are set forth in an Appendix B-3 attached to, and made a part of, this Agreement. Such local variations are effective only if the Department has sent the Social Services District a written approval of the local variations. If any local variations conflict with the main body of this Agreement, the main body of this Agreement controls unless the Social Services District and the Provider have specified otherwise in a separate agreement that the Department has approved and that is attached to this Agreement.

22. Entire Agreement:

This Agreement, including all appendices and any documents incorporated by reference, contains all the terms and conditions agreed upon by the Social Services District and the Provider. All appendices and items incorporated by reference are to be attached to this Agreement. No other precedent or contemporaneous agreement, oral or written, regarding the subject matter of this Agreement, is deemed to vary any of the terms and conditions contained in this Agreement of bind either the Social Services District or the Provider.

23. Effective Dates:

This Agreement is effective on June 1, 2012 and unless otherwise terminated pursuant to this Agreement, will expire on May 31, 2013. However, if the term of this Agreement continues beyond one year from this Agreement's effective date, the Social Services District or the Department may void this Agreement at any time after one year. Neither the Social Services District nor the Provider is obligated to renew or extend this Agreement.

24. Signatures:

In Witness Whereof, the parties have signed this Agreement on the dates indicated beneath their respective signatures.

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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

MMIS ID # \_\_\_\_\_

Appendix B-1 to the Model Contract

A new Section 505.33 is added to Title 18 to read as follows: 505.33 Personal emergency response services (PERS).

(a) Definitions.

- (1) Personal emergency response services mean:
  - (i) the provision and maintenance of electronic communication equipment in the home of an individual which signals a monitoring agency for help when activated by the individual, or after a period of time if a timer mechanism has not been reset; and
  - (ii) the continuous monitoring of such signals by a trained operator and, in case of receipt of such signals, the immediate notification of such emergency response organizations or persons, if necessary, as the individual has previously specified.
- (2) Electronic communication equipment (PERS equipment) means equipment that electronically signals a monitoring agency for help via telephone lines. PERS equipment includes the following:
  - (i) an emergency response activator, which is a small electronic device that the PERS recipient presses or otherwise activates to send a signal for help to the monitoring agency; and
  - (ii) and emergency response communicator, which is an electronic unit connected to a PERS recipient's telephone line. The emergency response communicator accepts a signal for help from the emergency response activator and also has its own device to generate a signal for help. It sends the signal via telephone lines to the monitoring agency.
- (3) Monitoring agency means an agency that is capable of receiving signals for help from a recipient's PERS equipment 24 hours per day, seven days per week; determining whether an emergency exists; and notifying an emergency response organization or an emergency responder that the PERS recipient needs emergency help.
- (4) Emergency response organization means a police department, a fire department, an ambulance service, a hospital, or other entity the PERS recipient has designated to respond to specific signals for help when notified by the monitoring agency or an emergency responder.
- (5) Emergency responder means a PERS recipient's neighbor, family member, or other person who has agreed, at the recipient's request, to respond to specific signals for help when notified by the monitoring agency.

(6) PERS provider means a certified home health agency, a long term home health care program, an area agency on aging, a police department, a fire department, an ambulance service, a hospital, or any other entity that is capable of providing PERS either directly or through subcontracts. A PERS provider may also be a monitoring agency.

(b) Social Services Districts' PERS plans.

(1) Each Social Services District must submit a PERS plan to the department on a form the department requires and must not authorize PERS until the department has approved the district's PERS plan. Each social services district must submit any changes to its approved PERS plan to the department on a form the department requires. The district may include such changes to its approved PERS plan as part of the District's annual plan for the provision of personal care services, as required by section 505.14 (j) of this Part.

(2) A Social Services District's PERS plan must be in a form acceptable to the department and must include descriptions of the following:

- (i) the process the social services district will use to authorize PERS;
- (ii) the PERS equipment that the social services district will require to be used, including whether the equipment will have a voice-to-voice capability;
- (iii) the process by which the social services district will select the PERS providers with which it will contract;
- (iv) the coordination among the social services district, the PERS providers with which it will contract, and any entities with which the PERS providers will subcontract; and
- (v) the projected cost savings that PERS will achieve.

(3) The department will notify a social services district of its approval or disapproval of the district's PERS plan within 45 business days after it receives the plan. If the department disapproves a social services district's PERS plan, the district must submit a revised plan to the department within 30 business days after the day the district receives the department's disapproval notice.

(c) PERS assessments, authorizations, and reauthorizations.

(1) As part of its assessment for an authorization of personal care services or home health services, a social services district may also assess whether PERS would be appropriate for a person.

(2) An initial authorization for PERS must be based on a physician's order and a comprehensive assessment of the person.

- (i) the comprehensive assessment must be performed by social services district staff, or by staff of the district's designee, on forms that the department approves to be used.
  - (ii) The comprehensive assessment must evaluate the following factors: the person's physical disability status, the degree to which the person is at risk of an emergency due to a medical or functional impairment or disability, and the degree of the person's social isolation.
  - (iii) A social services district may authorize PERS only when the comprehensive assessment indicates that PERS would be appropriate for the person because:
    - (a) the person has a medical condition, disability, or impairment that warrants use of PERS;
    - (b) PERS would reduce or eliminate the number of hours of personal care services or home health services that the person would need;
    - (c) The person's safety in the home must be monitored;
    - (d) The person has insufficient informal caretakers, such as family members and friends, directly and continuously available to monitor his or her health and safety;
    - (e) The person is alert and self-directing, which means that he or she is capable of making choices about activities of daily living, understanding the impact of the choices, and assuming responsibility for the results of the choices;
    - (f) The person can communicate in basic English or, if the person is unable to communicate in basic English, the person's emergency responder or responders can communicate in basic English;
    - (g) The person would be able to use the PERS equipment effectively; and
    - (h) The person has a functioning telephone that is compatible with the PERS equipment or will have such a telephone when the PERS equipment is installed.
- (3) If a social services district authorizes PERS, the PERS authorization and plan of care may be incorporated in the authorization and plan of care for personal care services or home health services.
- (4) The duration of an initial PERS authorization must be based upon the person's needs, as reflected in the comprehensive assessment. No initial authorization may exceed six months.
- (5) When a PERS recipient's physical circumstances, mental status, or medical condition significantly change during the authorization period, social services district staff, or staff of the district's designee, perform a new comprehensive assessment and make any necessary changes in the authorization.

- (6) A social services district must not authorize PERS if the person is eligible for the long term home health care program (LTHHCP), can obtain PERS through the LTHHCP, and wishes to obtain PERS through the LTHHCP.
- (7) A reauthorization of PERS must follow the procedures set forth in paragraphs (2) through (6) of the subdivision, except that the recipient's physician, the social services district's local professional director, or a physician at the area office of Health Systems Management must review the comprehensive assessment and be responsible for the final determination to reauthorize PERS. No single reauthorization may exceed six months.
- (8) A social services district must notify the person in writing of its decision to authorize, deny, reauthorize, or discontinue PERS on forms required by the department. The notice must meet the notice requirements set forth in Part 358 of this Title. The person will be entitled to a fair hearing in accordance with the requirements of Part 358 of this Title. A PERS recipient for whom the social services district proposes to discontinue PERS will be entitled to aid continuing in accordance with the requirements of Part 358 of this Title.

(d) Contracting for PERS.

- (1) A social services district must have contracts with a sufficient number of PERS providers to provide PERS to all persons for whom the district has authorized PERS.
- (2) Before contracting with any PERS provider, a social services district must determine that the provider is qualified to provide PERS either directly or through subcontracts and can meet this section's requirements and any local requirements contained in the district's approved PERS plan described in subdivision (b) of this section.
- (3) A social services district's contracts with PERS providers must be on a form that the department has approved to be used. A district may attach local variations to the form. A district must not implement any contract for PERS or any local variations until the department has approved the contract and any local variations.
- (4) A PERS provider must maintain appropriate insurance coverage to protect the social services district from liability claims resulting from acts, omissions, or negligence of provider personnel that cause personal injuries to PERS recipients or such personnel.

(e) Responsibilities of social services districts.

- (1) A social services district must ensure that the PERS recipient designates an emergency response organization; one emergency responder or, if possible, two such responders, a representative, who may be the same person as an emergency responder, and a preferred hospital. The district

must also ensure that the PERS recipient, or his or her representative, signs a written authorization for emergency response organization personnel and an emergency responder to enter the recipient's home and provide emergency treatment and transportation.

(2) On the day that a social services district authorizes PERS, it must perform the following activities:

- (i) telephone the PERS provider and inform the provider:
  - (a) of the name, telephone number, and address of the person for whom the social services district has authorized PERS;
  - (b) that the provider must telephone the person or the person's representative that same day to arrange a mutually convenient time for the provider to install the PERS equipment into the person's functioning telephone line; and
  - (c) that the provider must install the PERS equipment within seven business days after the day the provider receives a written PERS authorization from the social services district and that, if the provider cannot install the equipment within this seven-day period, it must immediately notify the district.
- (ii) send the PERS provider a written PERS authorization; and
- (iii) send the PERS provider the information regarding the person that is described in clauses (f) (3) (i) (a) through (g) of this section.

(3) If a PERS recipient's physical circumstances, medical condition, or mental status change during the authorization period, the social services district must send to the PERS provider the information regarding these changes so that the provider may update the recipient's data record, as described in subparagraph (f)(3)(i) of this section.

(4) (i) Subject to the notice, aid continuing, and fair hearing requirements set forth in subdivision (c)(8) of this section and Part 358 of this Title, a social services district must discontinue PERS when the recipient is continuously hospitalized for more than 60 days or when his or her physical circumstances, mental status, or medical condition has changed significantly so that PERS are no longer appropriate for the person. Whenever a social services district discontinues PERS because PERS are no longer appropriate for the recipient, the district must ensure that personal care services, if appropriate, are provided to the recipient.

(ii) On the day that the social services district discontinues PERS, it must perform the following activities:

- (a) Telephone the PERS provider and inform the provider that it must telephone the recipient or the recipient's representative that same day to arrange a mutually convenient time for the



PERS equipment's removal, and that the provider must remove the PERS equipment within seven business days after the day the provider receives the district's written notification to remove the equipment; and

- (b) Send the PERS provider a written notification to remove the PERS equipment.
- (5) A Social Services District must monitor a PERS provider's compliance with this section's requirements. The district must monitor the timeliness of the provider's installation, maintenance, and removal of PERS equipment; the timeliness and efficiency of the monitoring agency's responses to signals for help from recipients' PERS equipment; the timeliness of the provider's reports of emergencies; the reliability of PERS equipment; and all complaints by PERS recipients regarding the PERS provider or the PERS equipment.

(f) Responsibilities of PERS providers.

- (1) A PERS provider must properly install all PERS equipment into a PERS recipient's functioning telephone line and must furnish all supplies necessary for installing this equipment.
  - (i) On the day that the PERS provider receives the district's telephoned PERS authorization, it must telephone the recipient or the recipient's representative to arrange a mutually convenient time for the provider to install the PERS equipment into the recipient's functioning telephone line. The PERS provider must install the PERS equipment within seven business day's form the day it receives the district's written PERS authorization. If the provider is unable to install the PERS equipment within this period, it must notify the district immediately.
  - (ii) On the day that the PERS provider installs the PERS equipment, it must perform the following activities:
    - (a) Telephone the social services district and notify it that the equipment has been installed;
    - (b) Instruct the PERS recipient regarding the use of the PERS equipment and give the PERS recipient simple written instructions that describe these procedures;
    - (c) Inform the PERS recipient that he or she should immediately notify the provider or the social services district if the equipment malfunctions; and

- (d) Inform the PERS recipient that he or she may call the monitoring agency when he or she wants to test the PERS equipment or when he or she has questions regarding the PERS equipment.
  - (iii) At the PERS recipient's or the social services district's request, the PERS provider must give follow-up instructions to the recipient regarding his or her use of the PERS equipment.
  - (iv) Within seven business days after the day the PERS equipment is installed, the PERS provider must forward to the social services district, by mail or facsimile machine, a written confirmation that the equipment has been installed and that the PERS recipient has been instructed how to use the equipment. The confirmation must be signed by a representative of the provider and by the PERS recipient or the recipient's representative.
- (2) A PERS provider must maintain all installed PERS equipment in proper working order.
- (i) The PERS provider must monitor all installed PERS equipment to insure that the equipment operates properly at all times. The provider's monitoring of the PERS equipment should be automated and result in the least possible inconvenience to the PERS recipient.
  - (ii) The PERS provider must replace PERS equipment batteries when necessary, at no additional cost to the social services district, the department, or the recipient.
  - (iii) Within 24 hours after the PERS provider is notified that any PERS equipment has malfunctioned, the provider must repair or replace the equipment at no additional cost to the social services district, the department, or the recipient. The PERS provider may be notified that the PERS equipment has malfunctioned by the social services district, the PERS recipient, the PERS recipient's representative, or another responsible party. When any PERS equipment is repaired or replaced, the PERS provider must notify the social services district by telephone within 24 hours.
- (3) A PERS provider must maintain the following records at no additional cost to the social services district or the department:
- (i) A data record for each PERS recipient. The provider must update this record at least every six months by contacting the social services district. The provider must also update the

recipient's data record whenever the social services district notifies the provider that changes should be made to the PERS recipient's data record. Each PERS recipient's data record must contain the following information, which the social services district will send to the provider on the day it authorizes PERS and whenever the social services district is informed that such information has changed:

- (a) the PERS recipient's name, telephone number, and address, including his or her apartment number and floor, if applicable;
  - (b) the PERS recipient's personal medical history, including his or her age, sex, medical condition, diagnosis, and other relevant medical history;
  - (c) the name, telephone number, and address of the person or persons whom the PERS recipient has designated as the emergency responder or responders;
  - (d) the name, telephone number, and address of the person whom the PERS recipient has designated as his or her representative, if different from an emergency responder;
  - (e) the name, telephone number, and address of the police department, fire department, ambulance service, hospital, or other entity that the PERS recipient has designated as an emergency response organization;
  - (f) the PERS recipient's written authorization for the emergency response organization and an emergency responder to enter his or her home and provide emergency treatment and transportation; and
  - (g) the name, telephone number, and address of the PERS recipient's physician and the recipient's preferred hospital.
- 
- (ii) a record of the PERS provider's instructions to the PERS recipient regarding his or her use of the PERS equipment;
  - (iii) a record of the PERS Equipment's installation and removal;
  - (iv) a record of the maintenance of PERS equipment and any repairs or replacements of malfunctioning equipment the were necessary;
  - (v) a record of the monitoring agency's 24-hour monitoring of PERS recipients;
  - (vi) a record of each signal for help from a recipient's PERS equipment that the monitoring agency receives and the monitoring agency's response to the signal; and

- (vii) a record of PERS recipients whom the monitoring agency monitors each month.
- (4)(i) The PERS provider must ensure that the monitoring agency performs the following activities when the monitoring agency receives a signal for help from a recipient's PERS equipment:
- (a) if the PERS recipient's equipment has voice-to-voice capability, establish immediate verbal contact with the PERS recipient via the incoming signal to determine whether an emergency exists at the PERS recipient's home;
  - (b) retrieve the PERS recipient's data record;
  - (c) if unable to establish immediate verbal contact with a PERS recipient whose equipment has voice-to-voice capability, or if the PERS recipient's equipment lacks such capability, immediately notify an emergency responder that the PERS recipient has signaled for help;
  - (d) if unable to notify an emergency responder, immediately notify and emergency response organization that the PERS recipient has signaled for help;
  - (e) maintain appropriate contact with the PERS recipient, the emergency responder, or the emergency response organization; and
  - (f) monitor the provision of emergency services to verify that these services have been provided and that the emergency at the PERS recipient's home has been resolved.
- (ii) The PERS provider must telephone the social services district on the first business day after the emergency occurred and inform it of the nature of the emergency and how it was resolved. The provider must forward to the social services district, by mail or facsimile machine, a written report of the emergency within seven business days after the day the emergency occurred. This report must contain at least the information described in paragraphs (3)(v) and (vi) of this subdivision.
- (5) The PERS provider must ensure that the monitoring agency can continuously monitor and respond to signals for help from recipient's PERS equipment during power failures, mechanical malfunctions, or other technical emergencies. The provider must ensure that the monitoring agency has the monitoring capabilities specified in subdivision (g)(2) of this section.
- (6) A PERS provider must remove PERS equipment from a recipient's home when notified to do so by the social services district. The provider must not remove PERS equipment unless the district has notified it that the equipment must be removed.

- (i) On the day the social services district telephones the PERS provider and notifies it that PERS equipment must be removed, the provider must telephone the recipient or the recipient's representative to arrange a mutually convenient time for the equipment's removal.
  - (ii) The PERS provider must remove PERS equipment within seven business days after the day the provider receives the social services district's written notification that PERS equipment must be removed.
  - (iii) On the day the PERS equipment is removed, the PERS provider must notify the social services district by telephone of the equipment's removal.
  - (iv) Within seven business days after the day the PERS equipment is removed, the PERS provider must forward to the social services district, by mail or facsimile machine, a written confirmation that the equipment has been removed. The confirmation must be signed by a representative of the provider and by the former PERS recipient or his or her representative.
- (g) Standards for PERS equipment and monitoring agencies.
- (1) All PERS equipment must be approved by the Federal Communications Commission and meet the Underwriters' Laboratories, Inc. (UL) safety standard Number 1637, which is the UL safety standard for home health care signaling equipment. (Standard for Home Health Care Signaling Equipment, UL 1637, First Edition, May 30, 1989, effective January 2, 1991; published by Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, Illinois, 60062. Copies are available for public use and inspection at the Department of State, 162 Washington Avenue, Albany, New York, 12231.) The UL listing mark on the equipment will be accepted as evidence of the equipment's compliance with such standard.
    - (i) The emergency response activator must be activated either by breath, by touch, or by some other means and must be usable by persons who are visually or hearing impaired or physically disabled.
    - (ii) The emergency response communicator must be attached to the PERS recipient's telephone line and must not interfere with normal telephone use. The emergency response communicator must be capable of operating without external power during a power failure at the recipient's home in

accordance with UL requirements for home health care signaling equipment with stand-by capability.

- (2) The monitoring agency must be capable of simultaneously responding to multiple signals for help from recipients' PERS equipment. The monitoring agency's equipment must include the following:
    - (i) a primary receiver and a back-up receiver, which must be independent and interchangeable;
    - (ii) a back-up information retrieval system;
    - (iii) a clock printer, which must print out the time and date of the emergency signal, the PERS recipient's identification code, and the emergency code that indicates whether the signal is active, passive, or a responder test;
    - (iv) a back-up power supply;
    - (v) a separate telephone service; and
    - (vi) a telephone line monitor, which must give visual and audible signals when an incoming telephone line is disconnected for more than 10 seconds.
  - (3) The monitoring agency must maintain detailed technical and operations manuals that describe PERS elements, including the installation, functioning, and testing of PERS equipment; emergency response protocols; and record keeping and reporting procedures.
- (h) Payment for PERS.
- (1) A social services district must negotiate payment rates for PERS at or below rates included in a rate schedule established by the department with the approval of the Director of the Budget. A social services district must not negotiate PERS payment rates that exceed local prevailing PERS rates.
  - (2) PERS rates must include payment for the rental or lease of PERS equipment; the installation, maintenance, and removal of PERS equipment; and a monthly service charge for monitoring agency services.
  - (3) The social services district must submit all negotiated PERS rates to the department for approval.
  - (4) Payments for PERS will be made only when the PERS provider's claim is supported by documentation required by section 540.7(a)(8) of this Title.
  - (5) Payments for PERS must end the day the social services district sends the PERS provider written notification that PERS equipment must be removed from the recipient's home.

Appendix B-2 of the Model Contract

PERSONAL EMERGENCY RESPONSE SERVICES  
RATES

The rates listed below will be paid for PERS for the period covered in this contract.

County: Oneida

Provider Name: \_\_\_\_\_

Provider Address: \_\_\_\_\_  
\_\_\_\_\_

Provider MMIS number: \_\_\_\_\_

<u>RATE CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2513	PERS Installation Charge	_____
2514	PERS Monthly Service Charge	_____

(for SDSS use only)

Effective Date: \_\_\_\_\_ Locator Code: \_\_\_\_\_

Rate Code Type: \_\_\_\_\_ County Code: \_\_\_\_\_

DMA Approval: \_\_\_\_\_ Date: \_\_\_\_\_

OBM Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Approval: \_\_\_\_\_ Date: \_\_\_\_\_

To MMIS Date: \_\_\_\_\_

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



(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

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 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant 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 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 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 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. 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 : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(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).

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).

---

---

DRUG-FREE WORKPLACE (GRANTEES 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 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: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

---

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

---

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

---

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

---

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

---

SIGNATURE

DATE

**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

February 8, 2012

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

FN 20 12-158  
HEALTH & HUMAN SERVICES

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

Anthony J. Picente, Jr.  
County Executive

WAYS & MEANS

Date 2/14/12

Dear Mr. Picente:

I am submitting the following sample contract for all thirty seven (37) Purchase of Service Agreements 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.

I am respectfully requesting that this sample contract be approved for all thirty seven (37) Agreements under one resolution, however if there are concerns with any individual Institution, that institution or institutions maybe omitted and processed separately.

The following is a list of the thirty seven (37) Institutional Foster Care Agencies:

- Baker Victory Services, 780 Ridge Road, Lackawanna, New York 14218
- Berkshire Farm Center, Route 22, Canaan, New York 12029
- Buffalo Urban League, 15 East Genesee Street, Buffalo, New York 14202
- Cayuga Home for Children, P.O. Box 865, 101 Hamilton Ave, Auburn, New York 13021
- Charlton School, PO Box 47, Burnt Hills, New York 12027
- Children's Home of Jefferson, 1704 State Street, Watertown, New York 13601
- Children's Home of Kingston, 26 Grove Street, Kingston, New York 12401
- Children's Home of Wyoming Conference, 1182 Chenango Street, Binghamton, New York 13901
- Community Maternity Services, 27 North Main Street, Albany, New York 12203
- Crestwood Children's Center, 2075 Scottsville Road, Rochester, New York 14623
- Devereux Foundation, P.O. Box 490A, Villanova, Pennsylvania, 19085
- Elmcrest Children's Center, 960 Salt Springs Road, Syracuse, New York 13324
- Equinox, 95 Central Avenue, Albany, New York 12206
- Gateway-Longview, 6350 Main Street, Williamsville, New York 14221

**Total Funding Requested:**

Rates are determined by New York State Office of Children and Family Services.

The Daily rates approved for each Institution can be found in the attached summary.

**Oneida County Dept. Funding Recommendation:** Account #:A6119.495

**Mandated or Non-Mandated:** Mandated Service

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	36.5 % =	\$ 5,283,603.97
State	33.5 % =	\$ 4,849,335.15
County	30.0 % =	\$ 4,342,688.20

**Cost Per Client Served:** Attached Summary List has statistics for all thirty seven (37) Institutions being approved. The Department paid a total of \$ 14,475,627.32 for all (37) Institutions in 2011.

**Past performance Served:**

**O.C. Department Staff Comments:** The Department is satisfied with the performance of all institutions and the Department contracts with a number of Institutions to ensure the availability of services when needed.

The Institutions offer many varied services, with each Institution specializing in different areas of specialization (see attached summary under specialized services).

**AGREEMENT  
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT made this 1st day of July, 2012, by and between the County of Oneida through the Oneida County Department of Social Services, hereinafter called the Department, located at 800 Park Avenue, Utica, New York 13501, and **Foster Care Institution** hereinafter the Agency, located at \_\_\_\_\_ a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services.

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

**SECTION I- DEFINITIONS**

Whenever the following terms are used in this Agreement and schedules attached hereto, they have the following meaning unless otherwise clearly noted:

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six (6) brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.
4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means a permanency planning goal to assist foster care youth in their transition to self- sufficiency by connecting the youth to an adult permanency resource,

equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.

5. **ASSIGNED ROLE** means the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.
6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) in the family who are placed in the worker's Agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.
8. **CASE CONSULTATION** means the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** means the earliest of:
  - a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
  - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
  - c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10 of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
  - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.
10. **CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child; providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement

agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.

11. **CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
12. **CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
13. **CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
14. **CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.
15. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a

child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.

- 16. DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category “deemed to have a goal of discharge to another planned living arrangement with a permanency resource” requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.
- 17. DISCHARGE SERVICES** means supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.
- 18. FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members’ strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
- 19. FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.
- 20. FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.
- 21. FUNDING ELIGIBILITY** means the initial determination of a family’s eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.
- 22. FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State Office of Mental Health, New York State Office of Mental Retardation and Developmental Disabilities, or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of



understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.

- 23. FOSTER CHILD** means a child who meets the criteria of 18 NYCRR 441.2(a).
- 24. FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.
- 25. FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or step-parent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.
- 26. GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
- 27. INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.
- 28. LIFE SKILLS SERVICES** means services designated to assist foster children and former foster children to prepare for employment and post secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.
- 29. PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children and Family Services. The permanency hearing report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.

- 30. PUBLIC CHARGE** means a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.
- 31. REFERRAL** means a request made by the Department that the Agency provide a service for a public charge.
- 32. PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
- 33. SERVICE PLAN REVIEW** means a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and each and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.
- 34. SUPERVISION SERVICES** means referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.
- 35. THIRD PARTY REVIEWER** means an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of supervision for that case. The third party reviewer is a required participant in service plan reviews.
- 36. UNIFORM CASE RECORD** means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

## SECTION II - TERM OF AGREEMENT AND RENEWAL

1. The term of this Agreement is from July 1, 2012 through June 30, 2013 (maximum of twelve (12) months) and may be renewed in writing from year to year thereafter, subject to annual negotiations.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.
3. If negotiations for a new Agreement have not been completed upon expiration of this Agreement or subsequent renewal, the parties must enter into a written interim continuation agreement covering the period until negotiations are completed and a new Agreement is executed.
4. 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 term hereof.

## SECTION III - SCOPE OF SERVICES

1. It is mutually agreed between the Department and the Agency that the Agency will provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.
2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.
3. The Department is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department is also responsible for the determination of eligibility for adoption, eligibility for federal adoption assistance or State adoption subsidy in accordance with 18 NYCRR 421.24.

4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.

6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.

7. To the extent that CONNECTIONS is implemented in the district, as determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

Once CONNECTIONS is implemented in the district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.

8. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.

9. The Agency will not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

#### A. STANDARDS RELATED TO PLACEMENT

##### 1. Intake for Family Services

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

- a. completion of the Application for Services (DSS-2921);
- b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. completion of all required CONNECTIONS Intake components; and
- d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, it must submit it to the Department for acceptance within (5) [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within (5) [but no more than five (5)] days of the day upon which the child entered that agency.

##### 2. Opening of a Family Services Stage and Designation of Case Planner

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within (5) (but no more than five (5)) days of submission of the family services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the "joint custody" of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

### 3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

### 4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan, while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child's permanency planning goal throughout the foster care episode and will make a determination as to whether the permanency

plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. return to parent or guardian;
- b. adoption;
- c. legal guardianship or legal custody
- d. placement with a fit and willing relative; or
- e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

#### 5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also serving as case



planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with "Standards Related to Placement" also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the "joint custody" of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

#### 6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength, needs and risk



scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

#### 7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;
- d. Case closed to CPS;
- e. A child is removed from his or her home and enters or reenters foster care;
- f. A child is moved from one foster care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;

- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from foster care, including finalization of adoption;  
or
- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

#### 8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

#### 9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

#### 10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

#### 11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

#### 12. Legal Activities

##### a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

##### b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For foster children placed pursuant to Article 10 of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than thirty (30) days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be

commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.

- iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.
- iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later that within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.
- v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with

the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d) Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

### 13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

## **B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT**

### **1. Necessary Activities Prior to Placement**

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

### **2. Necessity and Appropriateness of Placement**

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

### **3. Continued Necessity and Appropriateness of Placement**

The Department will require that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

## **DILIGENCE OF EFFORT**

### **1. Consistency**

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

### **2. Service Plan Review**

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan review, make face-to-face contact with the invited participants who were unable to attend the service plan review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

### 3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14) days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

### 4. Casework Contacts



The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child and the child's current foster care caretaker (or provider) once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

#### 5. Visitation

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other than the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

#### 6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(1) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

#### 7. Unplanned Termination

Termination of Placement - The Agency must give the Department a minimum of a fifteen (15) days prior written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

#### **D. DISCHARGE TO ADOPTION**

##### **1. Placement in Adoptive Home**

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

##### **2. Finalization of Adoption**

- a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.
- b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register data base checks, home study documentation, child social summary, and agency caseworker recommendations.

- c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.
- d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.

#### **E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE**

##### **1. Setting of Goal**

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

##### **2. Preparation for Discharge**

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advise and guidance to the child and to assist the child as the child makes the transition form foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well being upon discharge:

- a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. the child has a sufficient source of income;
- c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;

- e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;
- f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and
- h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

### 3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department may place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

### 4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource, deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

#### **F. DISCHARGE TO ADULT RESIDENTIAL CARE**

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

#### **G. PREVENTIVE SERVICES**

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

#### **H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:**

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.

## 2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency has (30) days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

## 3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

## 4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

## 5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has died or has suffered an injury, accident or illness which requires emergency medical treatment at a



hospital on either an inpatient or outpatient basis. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency, in accordance with 18NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

#### 6. Confidential HIV - Related Information

The Department and the Agency agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

“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.”

#### 7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into foster care of the child's absence without consent within forty-eight (48) hours of the reported absence.

#### 8. Education Program



The Department will not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child's family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

#### 9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department's prior authorization for such costs and the need for the summer program is detailed in the child's family assessment and service plan.

#### 10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

#### 11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

#### 12. Child Abuse and Maltreatment

The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 of the Social Services Law, and the requirements for State Central Register data base checks as set forth in section 424-a of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

#### 13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

#### 14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is responsible for transportation costs, including the first fifty (50) miles.

#### **I. CLOSING A FAMILY SERVICES STAGE**

The Department has sole responsibility for closing the family services stage.

#### **SECTION IV – FAIR HEARINGS**

Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also will inform applicants for or recipients of preventive or adoption services how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

#### **SECTION V – REIMBURSEMENT**

The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in Schedule A, multiplied by each day of care actually provided by the Agency for each public charge placed with it, in accordance with this Agreement; provided, however, payment is not to

be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.

A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.

The total cost of this Agreement may not exceed \$ 1,500,000.

## **SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES**

The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services' regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family Services in order to provide the services set forth in Schedule A of this Agreement.

The Agency agrees to provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan. The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.

The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.

The Department each month will provide the Agency with a roster of the children in the Department's custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named "Other Insurance." The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

## **SECTION VII - BOOKS, RECORDS AND REPORTS**

All case specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

The records of individual recipients of services maintained by the Agency must be made available to the Department and New York State Office of Children and Family Services upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.

The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents,

pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency agrees to maintain financial books, records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

## **SECTION VIII - ACCOUNTABILITY**

The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.

The Agency agrees that program and/or facility review pertaining to the delivery of foster care services under this Agreement may be conducted at any reasonable time by qualified personnel from those local, State and federal agencies with the required legal powers and statutory authority to conduct such activities. Such reviews may include, but not be limited to, meetings with recipients of services; review of the uniform case records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of foster care services.

The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual contract reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.

The Agency must not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

## **SECTION IX – COMPLIANCE WITH LAW**

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all

applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; and Appendix C, Certification Regarding a Drug-Free Workplace.

In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

#### **SECTION X – TERMINATION OF AGREEMENT**

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.



Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of an foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services. .

## **SECTION XI – INDEMNIFICATION AND INSURANCE**

The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department or the State of New York. The Agency agrees to indemnify the Department and the State of New York for any loss the Department, or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the Department) injured by the negligent acts or omissions of the Agency, its officers and/or it's employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, the Department, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.



The completed and signed Insurance Certificate is subject to approval by the Oneida County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

The Agency further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Agency from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Agency fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

Oneida County Department of Social Services

by: \_\_\_\_\_  
Lucille A. Soldato, Commissioner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Anthony J. Picente Jr., County Executive

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Oneida County Attorney

\_\_\_\_\_  
Date

**Foster Care Institution**  
\_\_\_\_\_  
(Name of Agency)

by: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

STATE OF NEW YORK)

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

personally came \_\_\_\_\_ before me, to be known, who being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_; that (s); he is an (the) \_\_\_\_\_ of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires

**Appendix A**

Rev.4/15/05

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 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 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Appendix B**

Rev. 4/15/05

**Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions**

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Appendix C**

Rev.4/15/05

**Certification Regarding a Drug-Free Workplace**

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 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 ongoing 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) above; (d) Notifying the employee in the statement required by paragraph (a) above, 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 violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. 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 paragraph (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). For purposes of paragraph (e) regarding agency notification

of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Schedule A. PROGRAM NARRATIVE

*(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.*

**A. Program Narrative**

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of referral process, agency requirements for reports, pre-placement visits, etc.





**Schedule C: DEPARTMENT OPTIONS***[The Department is to indicate which entity will be responsible for each task]*

Contract Task / Responsibility	Department	Agency with Case Planning Responsibility	Agency of Associated Case Worker
Family Services Intake			
Completion of family services intake (FSI)	X		
# of days for Agency submission of FSI: (insert #)	30		
# of days for Dept. acceptance of FSI: (insert #)	7		
Completion of CPS safety and risk assessment – Initial FASP	X		
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs		X	
Required completion of plan amendment for a change to visiting plan (Department option)		X	
Convene and hold service plan review conference			
Arrange and hold case consultation		X	X
Identification of third party reviewer for SPR		X	
Prepare permanency hearing report	X		
Number of days for Agency to accept/reject initial referral of child: (insert #)			
Set initial child program choice(s) and a permanency planning goal	X		
Foster Care Activities		X	
Continuing exploration and development of permanency alternatives for child over 14		X	
Arrangement for/provision of life skill services for child over 14		X	
Require child participation in design of activities to prepare for transition to self-sufficiency.		X	
Issue monthly stipend payments to child, 16 years or older, with PPG of discharge to another planned living arrangement with a permanency resource.	X		
Assistance to establish contact with service providers and community resources		X	
Provision of written 90 day notice of discharge Services and supervision during trial discharge		X	
Post discharge supervision		X	
Legal Activities	X		
File petition for permanency hearing	X		
Complete permanency hearing report		X	
File permanency hearing report	X		
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.	X		
Adoption Activities		X	
Identification of appropriate adoptive home	X		
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19	X		

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

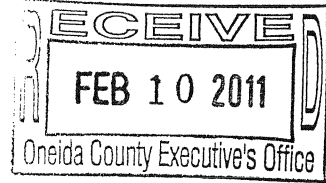
GAYLE D. JONES, PhD, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

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

February 7, 2012

FN 20 12-159



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

HEALTH & HUMAN SERVICES

## WAYS & MEANS

Dear Mr. Picente:

In 2009, Oneida County was awarded \$583,000 from the State Homeland Security Program (SHSP) for the period of August 1, 2009 through August 9, 2012. The State Health Department contracted \$80,285 of that amount to the Oneida County Health Department to provide funds to support our health emergency preparedness efforts.

When developing our 2012 county budget, we anticipate that this award would have been exhausted and thus did not incorporate it into our proposed budget. Since the approval to an amendment was delayed, we find we still have \$28,799 of the award remaining.

In order to align the county budget with this additional funding, we are requesting the following supplemental appropriation for the **2012** fiscal year.

To: A4092.212 – Computer Hardware.....	\$5,300
A4092.295 – Other Equipment.....	11,400
A4092.495 – Other Expenses.....	12,099

**Total: \$28,799**

This appropriation will be supported by revenue in A3481 – State Aid-Emergency Preparedness for \$28,799.

If you have any questions, please do not hesitate to contact me.

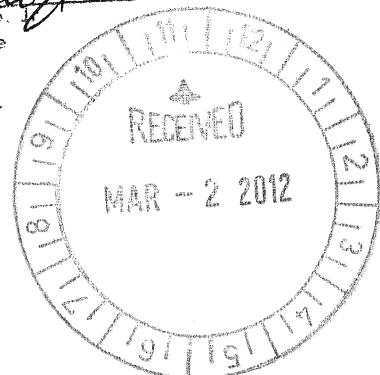
Sincerely,

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

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

Date 2/17/12

cc: T. Keeler, Director of Budget  
T. Engle, Fiscal Services Administrator



ry

# ONEIDA COUNTY HEALTH DEPARTMENT

*A Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

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

## ADMINISTRATION

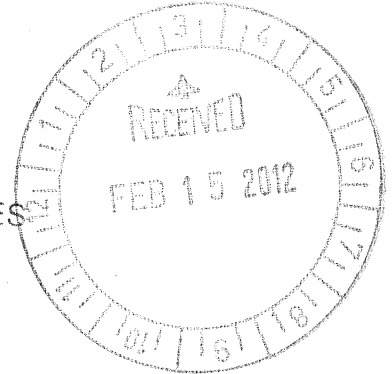
Phone: (315) 798-6400 Fax: (315) 266-6138

FN 20 12-160

February 1, 2012

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

HEALTH & HUMAN SERVICES  
WAYS & MEANS



Dear Mr. Picente:

Re: HRI Contract Number: 3492-04

Attached are four (4) copies of an agreement between Oneida County through its Health Department and Health Research, Inc. (HRI)

This agreement provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 may be enrolled for comprehensive breast and cervical cancer screening and associated diagnostic testing that meet financial qualifications. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services.

The term of this agreement shall become effective June 30, 2011 and remain in effect through June 29, 2012 with reimbursement in the amount of \$109,889. This agreement is 100% federally funded.

This is not a mandated program.

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

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 5/13/12

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Community Wellness

**NAME AND ADDRESS OF VENDOR:** Health Research, Inc.  
150 Broadway – Suite 560  
Menands, New York 12204

**VENDOR CONTACT PERSON:** Heather Elden, Contract Administrator

**SUMMARY STATEMENTS:** This agreement provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first-degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 may be enrolled for comprehensive breast and cervical cancer screening and associated diagnostic testing that meet financial qualifications. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. Also eligible to apply for services are women who are asymptomatic for breast and cervical cancer.

**PREVIOUS CONTRACT YEAR:** June 30, 2010 through June 29, 2011

**TOTAL:** \$51,468

**THIS CONTRACT YEAR:** June 30, 2011 through June 29, 2012

**TOTAL:** \$109,889

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

**FUNDING SOURCE:** A4090.495    A3451

Less Revenues:	_____	_____
Federal Funds (HRI)		\$109,889
County Dollars – Previous Contract		\$ -0-
County Dollars – This Contract		\$ -0-

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

**DATE:** February 1, 2012

**AMENDMENT #2**

This Agreement, made this 30th day of Jan, 2012 by and between **HEALTH RESEARCH, INC.**, hereinafter referred to as "HRI," a domestic not-for-profit corporation, and **ONEIDA COUNTY DEPARTMENT OF HEALTH**, hereinafter referred to as "Contractor."

**WHEREAS**, heretofore on or about the 1st day of September, 2011, the parties hereto entered into a certain agreement regarding "Integrated Cancer Services Program", HRI Contract Number **3492-04**, which was subsequently modified by Amendment #1 dated 11/10/11; and,

**WHEREAS** it is now desired to amend that provision of such contract designated as "Total Contract Amount", and to substitute a new budget identified as Exhibit "B" Revised.

**NOW THEREFORE**, it is mutually agreed by both parties the "Total Contract Amount" of Agreement HRI Contract Number 3492-04 will be **\$109,889**.

It is further agreed, by and between the parties hereto, that said Agreement in all portions thereof, as heretofore and herein amended, shall remain in full force and effect in accordance with the terms thereof.

**IN WITNESS WHEREOF**, the parties hereto have agreed and executed this amendment.

**HEALTH RESEARCH, INC.**

**ONEIDA COUNTY DEPARTMENT OF HEALTH**

  
Michael J. Nazarko  
Executive Director

  
Name: Director Wellman  
Title: Director Wellman

Anthony J. Picente, Jr.  
Oneida County Executive

Approved as to Form Only  
Assistant County Attorney

By: \_\_\_\_\_

Edmund M. Nigro  
Assistant County Attorney

## **Exhibit B Revised**

Patient Service Fees: \$109,889

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> 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

February 24, 2012

FN 20 12-161

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

HEALTH & HUMAN SERVICES  
**WAYS & MEANS**

Dear Mr. Picente:

Attached are three (3) copies of an amendment between Oneida County through its Health Department and United Healthcare for the provision of providing comprehensive health services to covered persons of the plan.

The term of this amendment will commence March 15, 2012 and remains indefinite. Rates vary based on service provided.

If this amendment meets with your approval, please sign and date all three (3) copies.

Should you have any questions, please feel free to contact me at 798-5220.

Sincerely,



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

attachments  
ry





**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Community Wellness

**NAME AND ADDRESS OF VENDOR:** United Healthcare  
2950 Express Drive South  
Islandia, New York 11749

**VENDOR CONTACT PERSON:** Michel B. Lentz, Regional Ancillary Lead,  
Northeast

**SUMMARY STATEMENTS:** United Healthcare of New York provides health care services of physicians, dentists, nurses, pharmacists and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of health care services which are licensed, registered and/or certified as required by applicable federal and state law . The Oneida County Health Department has previously entered into a physician contract, practitioner contract, medical group participation agreement, ancillary provider participation agreement and/or similar agreements to participate in the network of physicians and other health care professionals and providers established by United Healthcare.

**PREVIOUS CONTRACT YEAR:** Contract has been in effect since 2002

**TOTAL:**

**THIS CONTRACT YEAR:** March 15, 2012 to run indefinitely. If the agreement is not renewed or is terminated by either party, parties shall continue to abide by the terms of the agreement for a period of two (2) months from the effective date of termination or, in the case of a non-renewal, from the end of the contract period.

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

**FUNDING SOURCE:** A1616, A1631, A1603  
Reimbursement will be made to Oneida County Health Department by United Healthcare of New York. Fees vary based on service provided.

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

**DATE:** February 24, 2012

**NOTICE OF AMENDMENT TO  
UNITEDHEALTHCARE OF NEW YORK, INC.  
OXFORD HEALTH PLANS (NY), INC.  
PARTICIPATION AGREEMENTS**

**THIS AMENDMENT** is made as of March 15, 2012 ("Effective Date"), by (a) UnitedHealthcare of New York, Inc., on behalf of itself and as successor in interest (in whole or in part) to AmeriChoice of New York, Inc., Managed Health Systems of New York, Inc., The Travelers Insurance Company and The MetraHealth Insurance Company; and (b) Oxford Health Plans (NY), Inc. (collectively, "United").

**WHEREAS**, the parties have previously entered into a Physician Contract, Practitioner Contract, Medical Group Participation Agreement, Ancillary Provider Participation Agreement and/or similar agreements to participate in the network of physicians and other health care professionals and providers established by United (collectively the "Agreements"); and

**WHEREAS**, the New York State Department of Health has updated the "Standard Clauses" to be incorporated into the Agreements and required that such updated Standard Clauses be so incorporated into existing Agreements; and

**WHEREAS**, the New York State Department of Health has updated the required language to be incorporated into Agreements for participation in New York Medicaid Managed Care, Family Health Plus and/or Child Health Plus benefit plans/benefit contracts.

**NOW, THEREFORE**, United provides notice of the following amendment to the Agreement:

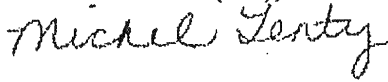
1. Any New York State Department of Health Standard Clauses previously attached to the Agreement are hereby deleted and replaced with the attached New York Regulatory Requirements Appendix, which is expressly incorporated into this Agreement and are binding upon the parties to this Agreement. In the event of any inconsistent or contrary language between the New York Regulatory Requirements Appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the parties agree that the provisions of the New York Regulatory Requirements Appendix shall prevail, except to the extent applicable law requires otherwise and/or to the extent a provision of this Agreement exceeds the minimum requirements of the New York Regulatory Requirements Appendix.

2. Any New York Medicaid Regulatory Requirements Appendix previous attached to the Agreement are hereby deleted and replaced with the attached updated New York Medicaid Regulatory Requirements Appendix, which is expressly incorporated into this Agreement and are binding upon the parties to this Agreement. In the event of any inconsistent or contrary language between the New York Medicaid Regulatory Requirements Appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the parties agree that the provisions of the New York Medicaid Regulatory Requirements Appendix shall prevail, except to the extent applicable law requires otherwise and/or to the extent a provision of this Agreement exceeds the minimum requirements of the New York Medicaid Regulatory Requirements Appendix.

3. All other terms and provisions of the Agreements not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, United has caused this Amendment to be effective as set forth above.

**UnitedHealthcare of New York, Inc.  
Oxford Health Plans (NY), Inc.**

By:   
(Signature)

Printed Name: Michel B Lentz

Title: Regional Ancillary Lead

Date: 2/15/2012

ATTACH UPDATED NY REGULATORY REQUIREMENTS APPENDIX AND UPDATED NY MEDICAID REGULATORY REQUIREMENTS APPENDIX.

## New York Regulatory Requirements Appendix

This New York Regulatory Requirements Appendix (the "Appendix") is made part of this agreement ("Agreement") to which it is attached.

This Appendix applies to all products or Benefit Plans sponsored, issued or administered by or accessed through United to the extent such products are regulated under New York laws; provided, however, that the requirements in this Appendix will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

United and Provider each agree to be bound by the terms and conditions contained in this Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix will control except with regard to Benefit Plans outside the scope of this Appendix.

If any of the capitalized terms in this Appendix are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Appendix will have the same meaning as the terms (or equivalent terms) used or defined in the Agreement. For example, "Benefit Plans," as used in this Appendix, will have the same meaning as "benefit contracts"; "Customer," as used in this Appendix, will have the same meaning as "member," "enrollee," or "covered person"; "Payer," as used in this Appendix, will have the same meaning as "participating entity"; "Provider," as used in this Appendix, will have the same meaning as "Facility," "Medical Group," "Ancillary Provider," "Physician," or "Practitioner." Additionally, if the Agreement uses pronouns to refer to the contracted entities, then "United" will have the same meaning as "we" or "us," and "Provider" will have the same meaning as "you" or "your."

This Appendix will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

### Provisions applicable to Benefit Plans regulated under New York HMO laws:

1. **Standard Clauses.** "New York State Department of Health Standard Clauses for Managed Care Provider/IPA Contracts," attached to this Appendix as Attachment 1, are expressly incorporated into this Agreement and are binding upon the parties to this Agreement. In the event of any inconsistent or contrary language between the Standard Clauses and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the parties agree that the provisions of the Standard Clauses shall prevail, except to the extent applicable law requires otherwise and/or to the extent a provision of this Agreement exceeds the minimum requirements of the Standard Clauses.

2. **Additional Statutory Requirements.** Notwithstanding the Standard Clauses, the following statutory requirements will prevail to the extent they conflict with the Standard Clauses. All definitions in the Standard Clauses apply here. Unless otherwise noted, the following requirements are effective on January 1, 2010.

a. **Claims Submission Deadlines.** Effective January 1, 2011, claims must be submitted to United by Provider within one hundred twenty (120) days after the date the services are rendered.

b. **Prompt Pay.** Provider and United shall comply with the prompt payment requirements set forth in the New York Code Section 3224-a. For claims submitted electronically via the internet or electronic mail, United will either request additional information needed to determine liability or pay the claim within thirty (30) days of receipt. For claims submitted via regular mail or fax, payment will be made within forty-five (45) days of receipt.

c. **Overpayments.** Subject to the requirements in New York Code Section 3224-a, United may recover overpayments made to Provider by making demands for refunds or by offsetting future payments. The Provider may challenge overpayment recovery as set forth in the policies and procedures manual.

d. **Adverse Reimbursement.** United will provide ninety (90) days written notice prior to implementing adverse reimbursement changes to the Agreement. This will apply when the reimbursement change is otherwise permitted by the Agreement. If Provider objects to the change, Provider may terminate the Agreement with thirty (30) days written notice to United. In the case of termination, the effective date will be the implementation date of the adverse reimbursement change. Notice provisions do not apply in the following circumstances:

- i. where the change is required by law or regulation;
- ii. where the change is required as a result of changes in fee schedules, reimbursement methodology or reporting guidelines
- iii. where the change is expressly provided for under the contract terms by inclusion of a specific fee schedule, reimbursement methodology or payment policy mechanism.

An adverse reimbursement change is a proposed change that could reasonably be expected to have a material adverse impact on the aggregate level of payment to a health care professional. These requirements do not create a private right of action for violation of these requirements.

e. **Reconsideration for Untimely Denials.** Effective April 1, 2010, the Provider may request reconsideration of claims that were denied solely because they were deemed untimely submissions. United will pay an untimely claim if the Provider can demonstrate:

- i. The untimely submission was the result of an unusual occurrence; and
- ii. Provider has a pattern of timely claims submissions.

If these two items are met, United may reduce the reimbursement by an amount not to exceed 25%. This does not apply to claims submitted one (1) year after the date of service which may be denied in full as untimely.

f. **External Appeals.** In accordance with NY Insurance Law Article 49, Provider may request an external appeal in connection with concurrent and retrospective adverse determinations. If Provider requests an external appeal of a concurrent adverse determination, including when the Provider requests the external appeal as the Customer's designee, the Provider will not pursue reimbursement from the Customer for services determined not medically necessary by the external appeal agent, except to collect a co-payment, coinsurance or deductible. This provision does not preclude United and Provider from agreeing to an alternative dispute resolution mechanism to resolve disputes in lieu of the external appeals process.

g. **Continuation of Care.** If the Agreement is not renewed or is terminated by either party, the parties shall continue to abide by the terms of the Agreement, for a period of two (2) months from the effective date of termination or, in the case of a non-renewal, from the end of the contract period.

All enrollees affected by such termination or non-renewal will be notified within fifteen (15) days after the start of the two-month period. The commissioner has the authority to waive the two-month period upon the request of either party. This section shall not apply where both parties mutually agree in writing to the termination or non-renewal and United provides thirty (30) days notice to the enrollees.

h. **Notice of MCO affiliate changes.** United will post a list on its provider website (currently, [www.unitedhealthcareonline.com](http://www.unitedhealthcareonline.com)) of:

- (i). United Affiliates that are authorized to access Provider's services through this Agreement, and that are either licensed in New York or licensed in a state contiguous to New York (if New York providers are reasonably likely to see significant patient volume from that Affiliate licensed in a contiguous state), and

(ii) Any new United Affiliates that meet the criteria in clause (i) above.

If United acquires a new Affiliate whose Customers will access Provider through this Agreement, and if participating with that new Affiliate would subject the Provider to different contract rates, different administrative protocols, different payment policies, or different benefit plan types than are already provided for under this Agreement, United will provide written notice to Provider and give Provider an opportunity to opt out of participating with that Affiliate.

## ATTACHMENT 1

### New York State Department of Health Standard Clauses for Managed Care Provider/IPA Contracts

#### Appendix (Revised 3/1/11)

Notwithstanding any other provision of this agreement, contract, or amendment (hereinafter "the Agreement " or "this Agreement ") the parties agree to be bound by the following clauses which are hereby made a part of the Agreement. Further, if this Agreement is between a Managed Care Organization and an IPA, or between an IPA and an IPA, such clauses must be included in IPA contracts with providers, and providers must agree to such clauses.

#### *A. Definitions For Purposes Of This Appendix*

"Managed Care Organization " or "MCO " shall mean the person, natural or corporate, or any groups of such persons, certified under Public Health Law Article 44, who enter into an arrangement, agreement or plan or any combination of arrangements or plans which provide or offer, or which do provide or offer, a comprehensive health services plan.

"Independent Practice Association " or "IPA " shall mean an entity formed for the limited purpose of arranging by contract for the delivery or provision of health services by individuals, entities and facilities licensed or certified to practice medicine and other health professions, and, as appropriate, ancillary medical services and equipment, by which arrangements such health care providers and suppliers will provide their services in accordance with and for such compensation as may be established by a contract between such entity and one or more MCOs. "IPA" may also include, for purposes of this Agreement, a pharmacy or laboratory with the legal authority to contract with other pharmacies or laboratories to arrange for or provide services to enrollees of a New York State MCO.

"Provider " shall mean physicians, dentists, nurses, pharmacists and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of health care services which are licensed, registered and/or certified as required by applicable federal and state law.

#### *B. General Terms And Conditions*

1. This Agreement is subject to the approval of the New York State Department of Health and if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by the Department of Health for approval or, alternatively, to terminate this Agreement if so directed by the Department of Health, effective sixty (60) days subsequent to notice, subject to Public Health Law §4403(6)(e). This Agreement is the sole agreement between the parties regarding the arrangement established herein.
2. Any material amendment to this Agreement is subject to the prior approval of the Department of Health, and any such amendment shall be submitted for approval at least thirty (30) days, or ninety (90) days if the amendment adds or materially changes a risk sharing arrangement that is subject to Department of Health review, in advance of anticipated execution. To the extent the MCO provides and arranges for the provision of comprehensive health care services to enrollees served by the Medical Assistance Program, the MCO shall notify and/or submit a copy of such material amendment to DOH or New York City, as may be

required by the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH.

3. Assignment of an agreement between an MCO and (1) an IPA, (2) institutional network provider, or (3) medical group provider that serves five percent or more of the enrolled population in a county, or the assignment of an agreement between an IPA and (1) an institutional provider or (2) medical group provider that serves five percent or more of the enrolled population in a county, requires the prior approval of the Commissioner of Health.
4. The Provider agrees, or if the Agreement is between the MCO and an IPA or between an IPA and an IPA, the IPA agrees and shall require the IPA's providers to agree, to comply fully and abide by the rules, policies and procedures that the MCO (a) has established or will establish to meet general or specific obligations placed on the MCO by statute, regulation, or DOH or SID guidelines or policies and (b) has provided to the Provider at least thirty (30) days in advance of implementation, including but not limited to:
  - o quality improvement/management
  - o utilization management, including but not limited to precertification procedures, referral process or protocols, and reporting of clinical encounter data
  - o member grievances; and
  - o provider credentialing
5. The Provider or, if the Agreement is between the MCO and an IPA, or between an IPA and an IPA, the IPA agrees, and shall require its providers to agree, to not discriminate against an enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.
6. If the Provider is a primary care practitioner, the Provider agrees to provide for twenty-four (24) hour coverage and back up coverage when the Provider is unavailable. The Provider may use a twenty-four (24) hour back-up call service provided appropriate personnel receive and respond to calls in a manner consistent with the scope of their practice.
7. The MCO or IPA which is a party to this Agreement agrees that nothing within this Agreement is intended to, or shall be deemed to, transfer liability for the MCO's or IPA's own acts or omissions, by indemnification or otherwise, to a provider.
8. Notwithstanding any other provision of this Agreement, the parties shall comply with the provisions of the Managed Care Reform Act of 1996 (Chapter 705 of the Laws of 1996) Chapter 551 of the Laws of 2006, Chapter 451 of the Laws of 2007 and Chapter 237 of the Laws of 2009 with all amendments thereto.
9. To the extent the MCO enrolls individuals covered by the Medical Assistance, and/or Family Health Plus programs, this Agreement incorporates the pertinent MCO obligations under the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH as if set forth fully herein, including:
  - a. the MCO will monitor the performance of the Provider or IPA under the Agreement, and will terminate the Agreement and/or impose other sanctions, if the Provider's or IPA's performance does not satisfy standards set forth in the Medicaid managed care and/or Family Health Plus contracts;
  - b. the Provider or IPA agrees that the work it performs under the Agreement will conform to the terms of the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH, and that it will take corrective action if the MCO identifies deficiencies or areas of needed improvement in the Provider's or IPA's performance; and

- c. The Provider or IPA agrees to be bound by the confidentiality requirements set forth in the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH.
  - d. The MCO and the Provider or IPA agree that a woman's enrollment in the MCO's Medicaid managed care or Family Health Plus product is sufficient to provide services to her newborn, unless the newborn is excluded from enrollment in Medicaid managed care or the MCO does not offer a Medicaid managed care product in the mother's county of fiscal responsibility.
  - e. The MCO shall not impose obligations and duties on the Provider or IPA that are inconsistent with the Medicaid managed care and/or Family Health Plus contracts, or that impair any rights accorded to DOH, the local Department of Social Services, or the United States Department of Health and Human Services.
  - f. The Provider or IPA agrees to provide medical records to the MCO for purposes of determining newborn eligibility for Supplemental Security Income where the mother is a member of the MCO and for quality purposes at no cost to the MCO.
  - g. The Provider or IPA agrees, pursuant to 31 U.S.C. §1352 and CFR Part 93, that no Federally appropriated funds have been paid or will be paid to any person by or on behalf of the Provider/IPA for the purpose of 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 award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Provider or IPA agrees to complete and submit the "Certification Regarding Lobbying", Appendix \_\_\_\_ attached hereto and incorporated herein, if this Agreement exceeds \$100,000. If any funds other than Federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a member of Congress, in connection with the award of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000 the Provider or IPA shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - h. The Provider agrees to disclose to MCO on an ongoing basis, any managing employee that has been convicted of a misdemeanor or felony related to the person's involvement in any program under Medicare, Medicaid or a Title XX services program (Block grant programs)
  - i. The Provider agrees to monitor its employees and staff against the List of Excluded Individuals and Entities (LEIE) and excluded individuals posted by the OMIG on its Website.
  - j. The Provider agrees to disclose to MCO complete ownership, control, and relationship information.
  - k. Provider agrees to obtain for MCO ownership information from any subcontractor with whom the provider has had a business transaction totaling more than \$25,000, during the 12 month period ending on the date of the request made by SDOH, OMIG or DHHS. The information requested shall be provided to MCO within 35 days of such request.
1. The parties to this Agreement agree to comply with all applicable requirements of the Federal Americans with Disabilities Act.
  2. 11. The Provider agrees, or if the Agreement is between the MCO and an IPA or between an IPA and an IPA, the IPA agrees and shall require the IPA's providers to agree, to comply with all applicable requirements of the Health Insurance Portability and Accountability Act; the HIV confidentiality requirements of Article 27-F of the Public Health Law and Mental Hygiene Law §33.13.



### ***C. Payment; Risk Arrangements***

1. Enrollee Non-liability. Provider agrees that in no event, including, but not limited to, nonpayment by the MCO or IPA, insolvency of the MCO or IPA, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a subscriber, an enrollee or person (other than the MCO or IPA) acting on his/her/their behalf, for services provided pursuant to the subscriber contract or Medicaid Managed Care contract or Family Health Plus contract and this Agreement, for the period covered by the paid enrollee premium. In addition, in the case of Medicaid Managed Care, Provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health or the City of New York for Covered Services within the Medicaid Managed Care Benefit Package as set forth in the Agreement between the MCO and the New York State Department of Health. In the case of Family Health Plus, Provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health for Covered Services within the Family Health Plus Benefit Package, as set forth in the Agreement between the MCO and the New York State Department of Health. This provision shall not prohibit the provider, unless the MCO is a managed long term care plan designated as a Program of All-Inclusive Care for the Elderly (PACE), from collecting copayments, coinsurance amounts, or permitted deductibles, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to a covered person provided that Provider shall have advised the enrollee in writing that the service is uncovered and of the enrollee's liability therefore prior to providing the service. Where the Provider has not been given a list of services covered by the MCO, and/or Provider is uncertain as to whether a service is covered, the Provider shall make reasonable efforts to contact the MCO and obtain a coverage determination prior to advising an enrollee as to coverage and liability for payment and prior to providing the service. This provision shall survive termination of this Agreement for any reason, and shall supersede any oral or written agreement now existing or hereafter entered into between Provider and enrollee or person acting on his or her behalf.
2. Coordination of Benefits (COB). To the extent otherwise permitted in this Agreement, the Provider may participate in collection of COB on behalf of the MCO, with COB collectibles accruing to the MCO or to the provider. However, with respect to enrollees eligible for medical assistance, or participating in Child Health Plus or Family Health Plus, the Provider shall maintain and make available to the MCO records reflecting COB proceeds collected by the Provider or paid directly to enrollees by third party payers, and amounts thereof, and the MCO shall maintain or have immediate access to records concerning collection of COB proceeds.
3. If the Provider is a health care professional licensed, registered or certified under Title 8 of the Education Law, the MCO or the IPA must provide notice to the Provider at least ninety (90) days prior to the effective date of any adverse reimbursement arrangement as required by Public Health Law §4406-c(5-c). Adverse reimbursement change shall mean a proposed change that could reasonably be expected to have a material adverse impact on the aggregate level of payment to a health care professional. This provision does not apply if the reimbursement change is required by law, regulation or applicable regulatory authority; is required as a result of changes in fee schedules, reimbursement methodology or payment policies established by the American Medical Association current procedural terminology (CPT) codes, reporting guidelines and conventions; or such change is expressly provided for under the terms of this Agreement by the inclusion or reference to a specific fee or fee schedule, reimbursement methodology or payment policy indexing scheme.
4. The parties agree to comply with and incorporate the requirements of Physician Incentive Plan (PIP) Regulations contained in 42 CFR §438.6(h), 42 CFR §422.208, and 42 CFR § 422.210 into any contracts between the contracting entity (provider, IPA, hospital, etc.) and other persons/entities for the provision of services under this Agreement. No specific payment will be made directly or indirectly under the plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an enrollee.
5. The parties agree that a claim for home health care services following an inpatient hospital stay cannot be denied on the basis of medical necessity or a lack of prior authorization while a utilization review

determination is pending if all necessary information was provided before a member's inpatient hospital discharge, consistent with Public Health Law §4903.

#### ***D. Records; Access***

1. Pursuant to appropriate consent/authorization by the enrollee, the Provider will make the enrollee's medical records and other personally identifiable information (including encounter data for government-sponsored programs) available to the MCO (and IPA if applicable), for purposes including preauthorization, concurrent review, quality assurance, (including Quality Assurance Reporting Requirements (QARR)), payment processing, and qualification for government programs, including but not limited to newborn eligibility for Supplemental Security Income (SSI) and for MCO/Manager analysis and recovery of overpayments due to fraud and abuse. The Provider will also make enrollee medical records available to the State for management audits, financial audits, program monitoring and evaluation, licensure or certification of facilities or individuals, and as otherwise required by state law. The Provider shall provide copies of such records to DOH at no cost. The Provider (or IPA if applicable) expressly acknowledges that he/she/it shall also provide to the MCO and the State (at no expense to the State), on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, as required by law. These provisions shall survive termination of the contract for any reason.
2. When such records pertain to Medicaid or Family Health Plus reimbursable services the Provider agrees to disclose the nature and extent of services provided and to furnish records to DOH and/or the United States Department of Health and Human Services, the County Department of Social Services, the Comptroller of the State of New York, the Office of the Medicaid Inspector General, the New York State Attorney General, and the Comptroller General of the United States and their authorized representatives upon request. This provision shall survive the termination of this Agreement regardless of the reason.
3. The parties agree that medical records shall be retained for a period of six (6) years after the date of service, and in the case of a minor, for three (3) years after majority or six (6) years after the date of service, whichever is later, or for such longer period as specified elsewhere within this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.
4. The MCO and the Provider agree that the MCO will obtain consent directly from enrollees at the time of enrollment or at the earliest opportunity, or that the Provider will obtain consent from enrollees at the time service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO, to an IPA or to third parties. If the Agreement is between an MCO and an IPA, or between an IPA and an IPA, the IPA agrees to require the providers with which it contracts to agree as provided above. If the Agreement is between an IPA and a provider, the Provider agrees to obtain consent from the enrollee if the enrollee has not previously signed consent for disclosure of medical records.

#### ***E. Termination and Transition***

1. Termination or non-renewal of an agreement between an MCO and an IPA, institutional network provider, or medical group Provider that serves five percent or more of the enrolled population in a county, or the termination or non-renewal of an agreement between an IPA and an institutional Provider or medical group Provider that serves five percent or more of the enrolled population in a county, requires notice to the Commissioner of Health. Unless otherwise provided by statute or regulation, the effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination, by the MCO may be effected on less than 45 days notice provided the MCO demonstrates to DOH's satisfaction prior to termination that circumstances exist which threaten imminent harm to enrollees or which result in Provider being legally unable to deliver the covered services and, therefore, justify or require immediate termination.
2. If this Agreement is between the MCO and a health care professional, the MCO shall provide to such health care professional a written explanation of the reasons for the proposed contract termination, other than non-

renewal, and an opportunity for a review as required by state law. The MCO shall provide the health care professional 60 days notice of its decision to not renew this Agreement.

3. If this Agreement is between an MCO and an IPA, and the Agreement does not provide for automatic assignment of the IPA's Provider contracts to the MCO upon termination of the MCO/IPA contract, in the event either party gives notice of termination of the Agreement, the parties agree, and the IPA's providers agree, that the IPA providers shall continue to provide care to the MCO's enrollees pursuant to the terms of this Agreement for 180 days following the effective date of termination, or until such time as the MCO makes other arrangements, whichever first occurs. This provision shall survive termination of this Agreement regardless of the reason for the termination.
4. Continuation of Treatment. The Provider agrees that in the event of MCO or IPA insolvency or termination of this contract for any reason, the Provider shall continue, until medically appropriate discharge or transfer, or completion of a course of treatment, whichever occurs first, to provide services pursuant to the subscriber contract, Medicaid Managed Care contract, or Family Health Plus contract, to an enrollee confined in an inpatient facility, provided the confinement or course of treatment was commenced during the paid premium period. **For purposes of this clause, the term "provider" shall include the IPA and the IPA's contracted providers if this Agreement is between the MCO and an IPA.** This provision shall survive termination of this Agreement.
5. Notwithstanding any other provision herein, to the extent that the Provider is providing health care services to enrollees under the Medicaid Program and/or Family Health Plus, the MCO or IPA retains the option to immediately terminate the Agreement when the Provider has been terminated or suspended from the Medicaid Program.
6. In the event of termination of this Agreement, the Provider agrees, and, where applicable, the IPA agrees to require all participating providers of its network to assist in the orderly transfer of enrollees to another provider.

#### ***F. Arbitration***

1. To the extent that arbitration or alternative dispute resolution is authorized elsewhere in this Agreement, the parties to this Agreement acknowledge that the Commissioner of Health is not bound by arbitration or mediation decisions. Arbitration or mediation shall occur within New York State, and the Commissioner of Health will be given notice of all issues going to arbitration or mediation, and copies of all decisions.

#### ***G. IPA-Specific Provisions***

1. Any reference to IPA quality assurance (QA) activities within this Agreement is limited to the IPA's analysis of utilization patterns and quality of care on its own behalf and as a service to its contract providers.

**NEW YORK MEDICAID, FAMILY HEALTH PLUS AND  
CHILD HEALTH PLUS  
REGULATORY REQUIREMENTS APPENDIX**

**UHN PROVIDER**

**THIS NEW YORK MEDICAID, FAMILY HEALTH PLUS AND CHILD HEALTH PLUS REGULATORY REQUIREMENTS APPENDIX** (this "Appendix") supplements and is made part of the provider agreement (the "Agreement") between UnitedHealthcare of New York, Inc. ("United") and the provider named in the Agreement ("Provider").

**SECTION 1  
APPLICABILITY**

This Appendix applies with respect to the provision of health care services Provider provides directly to Covered Persons under the State of New York Medicaid Managed Care, Medicaid Advantage, Family Health Plus and Child Health Plus programs (each a "State Program" and collectively, the "State Programs," as further defined below) as governed by the State's designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except with regard to benefit contracts outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State, Provider agrees that United shall be permitted to unilaterally initiate such additions, deletions or modifications.

**SECTION 2  
DEFINITIONS**

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Agreement. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Agreement is inconsistent with any definitions under the applicable State Program, the definitions shall have the meaning set forth under the applicable State Program.

- 2.1 **Agreement:** An executed contract between United and Provider for the provision of Covered Services to persons enrolled in a State Program.
- 2.2 **Clean Claim:** A claim that has no defect or impropriety (including any lack of any required substantiating documentation) or particular circumstance requiring special treatment that prevents timely payments from being made on the claim.
- 2.3 **Covered Person:** An individual who is currently enrolled with United for the provision of services under a State Program. A Covered Person may also be referred to as an Enrollee, Member or Customer under the Agreement.

- 2.4 **Covered Services:** A health care service or product for which a Covered Person is enrolled with United to receive coverage under a State Contract.
- 2.5 **Department or SDOH:** The New York State Department of Health.
- 2.6 **Local Department of Social Services or LDSS:** A city or county social services district as constituted by Section 61 of the New York Social Services Law.
- 2.7 **Provider:** A hospital, ancillary provider, physician group, individual physician or other health care provider that is qualified and appropriately licensed to provide health care services to individuals enrolled in a State Program and who has entered into an Agreement or is subject to and renders Covered Services under an Agreement for such services.
- 2.8 **State:** The State of New York or its designated regulatory agencies.
- 2.9 **State Contract(s):** United's contracts with SDOH or the LDSS for the purpose of providing and paying for Covered Services to Covered Persons enrolled in a State Program.
- 2.10 **State Program(s):** The New York Medicaid Managed Care ("MMC"), Medicaid Advantage, Family Health Plus ("FHPlus") and Child Health Plus ("CHPlus") programs administered by the New York State Department of Health. For purposes of this Appendix, State Program may refer to the State agency(ies) responsible for administering the applicable State Program.

### SECTION 3 PROVIDER REQUIREMENTS

The State Programs, through contractual requirements and federal and State statutes and regulations, require the Agreement to contain certain requirements with which United and Provider must comply, including the following:

3.1 Provider shall follow the State Contracts' provisions for the coverage of Covered Services. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be made on an individualized basis and in accordance with the following definitions:

- (a) **Emergency Medical Condition:** A medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, such that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in any of the following: (1) placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a pregnant woman, the health of the woman or her unborn child or, in the case of a behavioral condition, placing the health of the person or others in serious jeopardy; (2) serious impairment

to such person's bodily functions; (3) serious dysfunction of any bodily organ or part of such person; or (4) serious disfigurement of such person.

(b) Emergency Services: Covered inpatient and outpatient health care procedures, treatments or services that are furnished by a provider qualified to furnish those services and that are needed to evaluate or stabilize an Emergency Medical Condition, including psychiatric stabilization and medical detoxification from drugs or alcohol.

(c) Medically Necessary or Medical Necessity: Health care and services that are necessary to prevent, diagnose, manage or treat conditions in the person that cause acute suffering, endanger life, result in illness or infirmity, interfere with such person's capacity for normal activity, or threaten some significant handicap.

3.2 Provider shall accept a woman's enrollment in United's MMC or FHPlus product as sufficient to provide services to her newborn, unless the newborn is excluded from participating in the MMC program or United does not offer a MMC product in the mother's county of fiscal responsibility.

3.3 Provider shall provide for timely access to Covered Person appointments in accordance with the appointment availability requirements established under the applicable State Contract, including without limitation, appointments for preventative care, urgent care, routine sick care, and well care.

3.4 Provider shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid fee-for-service beneficiaries if Provider serves only Medicaid beneficiaries.

3.5 Providers providing services to Covered Persons enrolled in the FHPlus Program shall comply with lead poisoning screening and follow-up as specified in 10 NYCRR Subpart 67-1.5, "Lead Screening and follow-up of pregnant women by prenatal care providers." Providers shall coordinate with the Local Public Health Agency to assure appropriate follow-up in terms of environmental investigation, risk management and reporting requirements.

3.6 Provider shall provide information to Covered Persons regarding treatment options, including the option of no treatment, in a culturally-competent manner and shall ensure that individuals with disabilities have effective communications in making decisions regarding treatment options, pursuant to the requirements of the applicable State Contract or as otherwise may be required by law.

3.7 Pursuant to N.Y. Ins. Law § 3224-a, for dates of service on or after April 1, 2010, Provider must initially submit claims within one hundred and twenty (120) days after the date of the service to be valid and enforceable against United, unless a different timeframe is required by law. The requirements in this Section do not: (a) preclude United and Provider from agreeing to a different timeframe for submission of claims

provided that such timeframe is not less than ninety (90) days; or (b) supersede contract provisions in existence on April 1, 2010, except for those allowing timeframes of less than ninety (90) days for submission of claims.

3.8 In the event United fails to pay Provider in accordance with the Agreement, Provider shall not seek payment from the SDOH, LDSS, Covered Persons, or persons acting on a Covered Person's behalf or eligible descendants.

3.9 Provider shall maintain appropriate records relating to services provided pursuant to the State Contracts, including, as applicable:

(a) records related to services provided to Covered Persons, including a separate medical record for each Covered Person;

(b) all financial records and statistical data that LDSS, SDOH and any other authorized governmental agency may require, including books, accounts, journals, ledgers, and all financial records relating to capitation payments, third party health insurance recovery, and other revenue received and expenses incurred under the Agreement;

(c) all documents concerning enrollment fraud or the fraudulent use of any client identification number ("CIN");

(d) all documents concerning duplicate CINs; and

(e) appropriate financial records to document fiscal activities and expenditures, including records relating to the sources and application of funds and to the capacity of Provider, if applicable, to bear the risk of potential financial losses.

Provider shall maintain all financial records and statistical data according to generally accepted accounting principles.

3.10 Provider shall preserve and retain all records relating to performance under the State Contracts in readily accessible form during the term of the Agreement and for a period of six (6) years thereafter except that Provider shall retain Covered Persons' medical records that are in the custody of Provider for six (6) years after the date of service rendered to the Covered Person or cessation of Provider's operations, and in the case of a minor, for six (6) years after majority. All provisions of this Appendix relating to record maintenance and audit access shall survive the termination of the Agreement and shall bind Provider until the expiration of a period of six (6) years commencing with termination of the Agreement or, if an audit is commenced, until the completion of the audit, whichever occurs later. If Provider becomes aware of any litigation, claim, financial management review or audit that is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, financial management

reviews or audit findings involved in the record have been resolved and final action taken.

3.11 Provider shall permit SDOH, the Comptroller of the State of New York, the New York State Attorney General, the United States Department of Health and Human Services ("DHHS"), the Comptroller General of the United States, the County Department of Social Services, or any of their authorized representatives, to access all records relating to the State Contracts for the purposes of examination, audit and copying (at reasonable cost to the requesting party) of such records. Provider shall give access to such records on two (2) business days prior written notice, during normal business hours, unless otherwise provided or permitted by applicable laws, rules, or regulations. Notwithstanding the foregoing, when records are sought in connection with a fraud or abuse investigation, as defined respectively in 10 NYCRR § 98.1.21(a)(1) and (a)(2), all costs associated with production and reproduction shall be the responsibility of Provider.

3.12 As required under State or federal law or the applicable State Contract, any marketing materials developed and distributed by Provider in relation to the Agreement must be submitted to United to submit to the applicable State Program(s) for prior approval.

3.13 Provider agrees to be bound by the confidentiality provisions set forth in the applicable State Contract.

3.14 Provider shall comply with all applicable privacy rule and security rule provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and associated implementing regulations, as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including 42 CFR Part 431, Subpart F and 42 CFR §438.224, as may be amended from time to time.

3.15 Provider agrees that federal and State laws, regulations and guidelines pertaining to the applicable State Program(s) and Medicaid managed care organizations apply to Provider. Provider shall comply with all such laws, regulations and guidelines, including but not limited to 42 CFR 434 and 42 CFR 438.6, as may be amended from time to time and to the extent applicable to Provider in performance of the Agreement.

3.16 Provider shall cooperate fully with United's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, waste and abuse in the administration and delivery of services under the State Contracts. In addition, Provider shall cooperate and assist the State Programs and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste in state and federal health care programs.

3.17 Provider shall comply with the following provisions regarding lobbying:



(a) Prohibition on Use of Federal Funds for Lobbying: Provider agrees, pursuant to 31 U.S.C. Section 1352 and 45 CFR Part 93, that no federally appropriated funds have been paid or will be paid to any person by or on Provider's behalf for the purpose of 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 award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement. Provider agrees to complete and submit to United the "Certification Regarding Lobbying" attached to this Appendix, if the value of the Agreement exceeds \$100,000.

(b) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of 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 award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement, and the value of the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.18 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Provider certifies, by signing the Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department agency. If Provider is unable to certify to any of the statements in this section, Provider shall attach an explanation to the Agreement.

3.19 To the extent applicable to Provider in performance of the Agreement, Provider shall comply with 42 CFR 438.214, as may be amended from time to time, which includes but is not limited to the selection and retention of providers, credentialing and recredentialing requirements and nondiscrimination. United will provide monitoring and oversight and Provider shall assure that all licensed medical professionals are credentialed in accordance with the applicable State Contract's credentialing requirements if United delegates credentialing to Provider.

3.20 Provider shall comply with all relevant federal and State statutes, regulations and orders related to equal opportunity in employment, including but not limited to, compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

3.21 Provider represents that neither it nor any providers with whom it contracts (if any) is or has been sanctioned or prohibited from participation in federal health care programs under either section 1128 or section 1128A of the Social Security Act, excluded or terminated from the Medicaid program by SDOH, or had their license suspended by the New York State Education Department or the SDOH Office of Professional Medical Conduct.

#### SECTION 4 UNITED REQUIREMENTS

4.1 Consistent with the exception language in N.Y. Ins. Law §3224-b, United shall retain the right to audit Provider's claims for a six (6) year period from the date the care, services or supplies were provided or billed, whichever is later, and to recoup any overpayments discovered as a result of the audit. This six (6) year limitation does not apply to situations in which fraud may be involved or in which Provider or an agent of Provider prevents or obstructs United's auditing. United shall provide Provider an opportunity to challenge an overpayment recovery in accordance with N.Y. Ins. Law §3224-b.

4.2 In addition to the requirements found in New York Public Health Law § 4406-d, United shall not terminate the Agreement unless United provides Provider with a written explanation of the reasons for the proposed termination and an opportunity for a review or hearing. These requirements will not apply in cases involving imminent harm to patient care, a determination of fraud, or a fiscal disciplinary action by a state licensing board or other governmental agency that impairs Provider's ability to provide health care services.

(a) If United intends to terminate the Agreement, the notification of the proposed termination must include:

- (i) The reasons for the proposed action;
- (ii) Notice that Provider has the right to request a hearing or review, at Provider's discretion, before a panel appointed by United;
- (iii) A time limit of not less than thirty (30) days within which Provider may request a hearing; and
- (iv) A time limit for a hearing date that must be held within thirty (30) days after the receipt of a request for a hearing.

(b) Except as provided in this Section, nothing in the Agreement or this Appendix shall supersede or impair Provider's right to notice of reasons for termination and the opportunity for a hearing or review concerning such termination. The procedures for such hearing shall comply with the requirements

set forth in the applicable State Contract and any applicable law. In no event shall termination be effective earlier than sixty (60) days from the receipt of the notice of termination.

4.3 United shall make payments to Provider for items and services covered under the State Contracts on a timely basis, consistent with the claims payment procedures described in N.Y. Ins. Law § 3224-a and 42 CFR 447.46, 42 CFR 447.45(d)(2), 42 CFR 447.45(d)(3), 42 CFR 447.45(d)(5) and 42 CFR 447.45(d)(6), as applicable and as may be amended from time to time. Clean Claims submitted electronically must be paid within thirty (30) days. Clean Claims submitted by paper or facsimile must be paid within forty-five (45) days. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Contracts. Unless United otherwise requests assistance from Provider, United will be responsible for third party collections in accordance with the terms of the applicable State Contract.

4.4 United shall not prohibit or restrict Provider in any way from the following:

(a) Disclosing to any Covered Person, patient, designated representative or, where appropriate, prospective Covered Person any information that Provider deems appropriate regarding: (i) a condition or a course of treatment with such Covered Person, patient, designated representative or prospective Covered Person, including the availability of other therapies, consultations or tests; or (ii) the provisions, terms or requirements of United's products under the State Programs as they relate to the Covered Person, where applicable.

(b) Filing a complaint, making a report or comment to an appropriate governmental body regarding the policies or practices of United when Provider believes the policies or practices negatively impact on the quality of, or access to, patient care.

(c) Advocating to United on behalf of a Covered Person for approval or coverage of a particular treatment or for the provision of health care services.

4.5 United shall not discriminate with respect to participation, reimbursement, or indemnification of a provider who is acting within the scope of the provider's license or certification under applicable state law, solely on the basis of such license or certification. This provision shall not prohibit United from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by United that are designed to maintain quality of care practice standards and control costs.

4.6 United shall not discriminate against Provider for serving high-risk Covered Persons or if Provider specializes in conditions requiring costly treatments.

## SECTION 5

## OTHER REQUIREMENTS

5.1 The “New York State Department of Health Standard Clauses for Managed Care Provider/IPA Contracts,” (the “Standard Clauses”) attached to this Appendix as Attachment 1, are expressly incorporated into the Agreement and are binding upon United and Provider. In the event of any inconsistent or contrary language between the Standard Clauses and any other part of the Agreement, including but not limited to appendices, amendments and exhibits, the parties agree that the provisions of the Standard Clauses shall prevail, except to the extent the applicable State Program or applicable law requires otherwise and/or to the extent a provision of the Agreement exceeds the minimum requirements of the Standard Clauses.

5.2 All tasks performed under the Agreement shall be performed in accordance with the terms of the applicable State Contract, the applicable provisions of which are incorporated into the Agreement by reference. United shall not impose obligations and duties on Provider that are inconsistent with the State Contracts or that impair any rights accorded to LDSS, SDOH or DHHS under the State Contracts. Nothing in the Agreement shall limit or terminate United’s duties and obligations under the State Contracts. If any provision of the Agreement is in conflict with provisions of the State Contracts, the terms of the State Contract shall control.

5.3 Nothing contained in the Agreement shall create a contractual relationship between Provider and the SDOH or LDSS.

5.4 United shall monitor Provider’s performance on an ongoing basis and shall perform periodic formal reviews of Provider according to time frames established by the State, consistent with State laws and regulations, and the terms of the applicable State Contract. When deficiencies or areas for improvement are identified, United and Provider shall take appropriate corrective action.

5.5 In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities, in whole or in part, United delegates to Provider under the Agreement or impose other sanctions consistent with the applicable State Contract if Provider’s performance does not satisfy the standards set forth in the applicable State Contract. In such event, Provider shall take appropriate corrective action.

5.6 Either United or Provider may exercise a right of non-renewal at the expiration of the contract period set forth in the Agreement or, for an Agreement without a specific expiration date, on each January first (1st) occurring after the Agreement has been in effect for at least one (1) year, upon sixty (60) days notice to the other party. A non-renewal shall not constitute a termination for the purposes of Section 4.2.

5.7 The Agreement shall comply with all applicable requirements of 42 CFR Part 438, as may be amended from time to time.

5.8 Provider and United agree that physician incentive plans (“PIPs”) must comply with 42 CFR 438.6(h), 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. Neither United nor Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to a Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care. If United elects to operate a PIP, United shall submit to SDOH annual reports containing information on its PIP in accordance with 42 CFR § 438.6(h). If Provider participates in a PIP under the Agreement, Provider shall submit to United, in an accurate and timely manner and in the format requested by SDOH, information on the PIP as necessary for United to comply with its reporting obligations to SDOH.

In the event that a PIP under the Agreement places the physician or physician group at risk for services beyond those provided directly by the physician or physician group for an amount beyond the risk threshold of twenty-five percent (25%) of potential payments for Covered Services (“Substantial Financial Risk”), Provider and United must comply with all additional regulatory requirements, including but not limited to conducting Covered Person/disenrolled Covered Person satisfaction surveys, disclosing the requirements for PIPs to Covered Persons upon request, and ensuring that all physicians and physician groups at Substantial Financial Risk have adequate stop-loss protection.

5.9 The parties acknowledge that the Agreement is subject to the approval of SDOH in accordance with the terms of the State Contracts and applicable State law.

5.10 United and Provider shall comply with all applicable requirements of the State Public Health Law; the State Social Services Law; Title XIX of the Social Security Act; Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80, as amended; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 91, as amended; the ADA; Title XIII of the federal Public Health Services Act, 42 U.S.C. § 300e et seq. and regulations promulgated thereunder; and all other applicable legal and regulatory requirements in effect at the time the Agreement is signed and as adopted or amended during the term of the Agreement.

5.11 Any disputes between United and Provider shall be resolved in accordance with the dispute resolution procedures set forth in the Agreement.

5.12 Unless Provider is a medical group, the Agreement shall not contain any clause purporting to transfer to Provider, by indemnification or otherwise, any liability relating to activities, actions or omissions of United as opposed to those of Provider.

**ATTACHMENT 1**  
**NEW YORK STATE DEPARTMENT OF HEALTH**  
**STANDARD CLAUSES**  
**FOR MANAGED CARE PROVIDER/IPA CONTRACTS**

**March 1, 2011**

Notwithstanding any other provision of this agreement, contract, or amendment (hereinafter “the Agreement” or “this Agreement”) the parties agree to be bound by the following clauses which are hereby made a part of the Agreement. Further, if this Agreement is between a Managed Care Organization and an IPA, or between an IPA and an IPA, such clauses must be included in IPA contracts with providers, and providers must agree to such clauses.

**A. DEFINITIONS FOR PURPOSES OF THIS APPENDIX**

“Managed Care Organization” or “MCO” shall mean the person, natural or corporate, or any groups of such persons, certified under Public Health Law Article 44, who enter into an arrangement, agreement or plan or any combination of arrangements or plans which provide or offer, or which do provide or offer, a comprehensive health services plan.

“Independent Practice Association” or “IPA” shall mean an entity formed for the limited purpose of arranging by contract for the delivery or provision of health services by individuals, entities and facilities licensed or certified to practice medicine and other health professions, and, as appropriate, ancillary medical services and equipment, by which arrangements such health care providers and suppliers will provide their services in accordance with and for such compensation as may be established by a contract between such entity and one or more MCOs. “IPA” may also include, for purposes of this Agreement, a pharmacy or laboratory with the legal authority to contract with other pharmacies or laboratories to arrange for or provide services to enrollees of a New York State MCO.

“Provider” shall mean physicians, dentists, nurses, pharmacists and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of health care services which are licensed, registered and/or certified as required by applicable federal and state law.

**B. GENERAL TERMS AND CONDITIONS**

1. This Agreement is subject to the approval of the New York State Department of Health and if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by the Department of Health for approval or, alternatively, to terminate this Agreement if so directed by the Department of Health, effective sixty (60) days subsequent to notice, subject to Public Health Law §4403(6) (e). This Agreement is the sole agreement between the parties regarding the arrangement established herein.

2. Any material amendment to this Agreement is subject to the prior approval of the Department of Health, and any such amendment shall be submitted for approval at least thirty (30) days, or ninety (90) days if the amendment adds or materially changes a risk sharing arrangement that is subject to Department of Health review, in advance of anticipated execution. To the extent the MCO provides and arranges for the provision of comprehensive health care services to enrollees served by the Medical Assistance Program, the MCO shall notify and/or submit a copy of such material amendment to DOH or New York City, as may be required by the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH.
3. Assignment of an agreement between an MCO and (1) an IPA, (2) institutional network provider, or (3) medical group provider that serves five percent or more of the enrolled population in a county, or the assignment of an agreement between an IPA and (1) an institutional provider or (2) medical group provider that serves five percent or more of the enrolled population in a county, requires the prior approval of the Commissioner of Health.
4. The Provider agrees, or if the Agreement is between the MCO and an IPA or between an IPA and an IPA, the IPA agrees and shall require the IPA's providers to agree, to comply fully and abide by the rules, policies and procedures that the MCO (a) has established or will establish to meet general or specific obligations placed on the MCO by statute, regulation, or DOH or SID guidelines or policies and (b) has provided to the Provider at least thirty (30) days in advance of implementation, including but not limited to:
  - quality improvement/management;
  - utilization management, including but not limited to precertification procedures, referral process or protocols, and reporting of clinical encounter data;
  - member grievances; and
  - provider credentialing.
5. The Provider or, if the Agreement is between the MCO and an IPA, or between an IPA and an IPA, the IPA agrees, and shall require its providers to agree, to not discriminate against an enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.
6. If the Provider is a primary care practitioner, the Provider agrees to provide for twenty-four (24) hour coverage and back up coverage when the Provider is unavailable. The Provider may use a twenty-four (24) hour back-up call service provided appropriate personnel receive and respond to calls in a manner consistent with the scope of their practice.
7. The MCO or IPA which is a party to this Agreement agrees that nothing within this Agreement is intended to, or shall be deemed to, transfer liability for the MCO's or IPA's own acts or omissions, by indemnification or otherwise, to a provider.
8. Notwithstanding any other provision of this Agreement, the parties shall comply with the provisions of the Managed Care Reform Act of 1996 (Chapter 705 of the Laws of 1996) Chapter 551 of the Laws of 2006, Chapter 451 of the Laws of 2007 and Chapter 237 of the Laws of 2009 with all amendments thereto.

9. To the extent the MCO enrolls individuals covered by the Medical Assistance and/or Family Health Plus programs, this Agreement incorporates the pertinent MCO obligations under the Medicaid managed care contract between the MCO and DOH (or New York City) and/or the Family Health Plus contract between the MCO and DOH as if set forth fully herein, including:
- a. the MCO will monitor the performance of the Provider or IPA under the Agreement, and will terminate the Agreement and/or impose other sanctions, if the Provider's or IPA's performance does not satisfy standards set forth in the Medicaid managed care and/or Family Health Plus contracts;
  - b. the Provider or IPA agrees that the work it performs under the Agreement will conform to the terms of the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH, and that it will take corrective action if the MCO identifies deficiencies or areas of needed improvement in the Provider's or IPA's performance; and
  - c. The Provider or IPA agrees to be bound by the confidentiality requirements set forth in the Medicaid managed care contract between the MCO and DOH (or between the MCO and New York City) and/or the Family Health Plus contract between the MCO and DOH.
  - d. The MCO and the Provider or IPA agree that a woman's enrollment in the MCO's Medicaid managed care or Family Health Plus product is sufficient to provide services to her newborn, unless the newborn is excluded from enrollment in Medicaid managed care or the MCO does not offer a Medicaid managed care product in the mother's county of fiscal responsibility.
  - e. The MCO shall not impose obligations and duties on the Provider or IPA that are inconsistent with the Medicaid managed care and/or Family Health Plus contracts, or that impair any rights accorded to DOH, the local Department of Social Services, or the United States Department of Health and Human Services.
  - f. The Provider or IPA agrees to provide medical records to the MCO for purposes of determining newborn eligibility for Supplemental Security Income where the mother is a member of the MCO and for quality purposes at no cost to the MCO.
  - g. The Provider or IPA agrees, pursuant to 31 U.S.C. § 1352 and CFR Part 93, that no Federally appropriated funds have been paid or will be paid to any person by or on behalf of the Provider/IPA for the purpose of 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 award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Provider or IPA agrees to complete and submit the "Certification Regarding Lobbying," Appendix \_\_\_\_ attached hereto and incorporated herein, if this Agreement exceeds \$100,000.
- If any funds other than Federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a member of Congress, in connection with the award of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000 the Provider or IPA shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.



- h. The Provider agrees to disclose to MCO on an ongoing basis, any managing employee that has been convicted of a misdemeanor or felony related to the person's involvement in any program under Medicare, Medicaid or a Title XX services program (Block grant programs)
  - i. The Provider agrees to monitor its employees and staff against the List of Excluded Individuals and Entities (LEIE) and excluded individuals posted by the OMIG on its Website.
  - j. The Provider agrees to disclose to MCO complete ownership, control, and relationship information.
  - k. Provider agrees to obtain for MCO ownership information from any subcontractor with whom the provider has had a business transaction totaling more than \$25,000, during the 12 month period ending on the date of the request made by SDOH, OMIG or DHHS. The information requested shall be provided to MCO within 35 days of such request.
10. The parties to this Agreement agree to comply with all applicable requirements of the Federal Americans with Disabilities Act.
11. The Provider agrees, or if the Agreement is between the MCO and an IPA or between an IPA and an IPA, the IPA agrees and shall require the IPA's providers to agree, to comply with all applicable requirements of the Health Insurance Portability and Accountability Act; the HIV confidentiality requirements of Article 27-F of the Public Health Law and Mental Hygiene Law § 33.13.

#### C. PAYMENT / RISK ARRANGEMENTS

1. Enrollee Non-liability. Provider agrees that in no event, including, but not limited to, nonpayment by the MCO or IPA, insolvency of the MCO or IPA, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a subscriber, an enrollee or person (other than the MCO or IPA) acting on his/her/their behalf, for services provided pursuant to the subscriber contract or Medicaid Managed Care contract or Family Health Plus contract and this Agreement, for the period covered by the paid enrollee premium. In addition, in the case of Medicaid Managed Care, Provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health or the City of New York for Covered Services within the Medicaid Managed Care Benefit Package as set forth in the Agreement between the MCO and the New York State Department of Health. In the case of Family Health Plus, Provider agrees that, during the time an enrollee is enrolled in the MCO, he/she/it will not bill the New York State Department of Health for Covered Services within the Family Health Plus Benefit Package, as set forth in the Agreement between the MCO and the New York State Department of Health. This provision shall not prohibit the provider, unless the MCO is a managed long term care plan designated as a Program of All-Inclusive Care for the Elderly (PACE), from collecting copayments, coinsurance amounts, or permitted deductibles, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to a covered person provided that Provider shall have advised the enrollee in writing that the service is uncovered and of the enrollee's liability therefore prior to providing the service. Where the Provider has not been given a list of services covered by the MCO, and/or Provider is uncertain as to whether a service is covered, the Provider shall make reasonable efforts to contact the MCO and obtain a coverage determination prior to advising an enrollee as to coverage and liability for payment and prior to providing the service. This provision shall survive termination of this Agreement for any reason, and shall supersede any oral or written agreement now existing or hereafter entered into between Provider and enrollee or person acting on his or her behalf.

2. Coordination of Benefits (COB). To the extent otherwise permitted in this Agreement, the Provider may participate in collection of COB on behalf of the MCO, with COB collectibles accruing to the MCO or to the provider. However, with respect to enrollees eligible for medical assistance, or participating in Child Health Plus or Family Health Plus, the Provider shall maintain and make available to the MCO records reflecting COB proceeds collected by the Provider or paid directly to enrollees by third party payers, and amounts thereof, and the MCO shall maintain or have immediate access to records concerning collection of COB proceeds.
3. If the Provider is a health care professional licensed, registered or certified under Title 8 of the Education Law, the MCO or the IPA must provide notice to the Provider at least ninety (90) days prior to the effective date of any adverse reimbursement arrangement as required by Public Health Law § 4406-c(5-c). Adverse reimbursement change shall mean a proposed change that could reasonably be expected to have a material adverse impact on the aggregate level of payment to a health care professional. This provision does not apply if the reimbursement change is required by law, regulation or applicable regulatory authority; is required as a result of changes in fee schedules, reimbursement methodology or payment policies established by the American Medical Association current procedural terminology (CPT) codes, reporting guidelines and conventions; or such change is expressly provided for under the terms of this Agreement by the inclusion or reference to a specific fee or fee schedule, reimbursement methodology or payment policy indexing scheme.
4. The parties agree to comply with and incorporate the requirements of Physician Incentive Plan (PIP) Regulations contained in 42 CFR §438.6(h), 42 CFR § 422.208, and 42 CFR § 422.210 into any contracts between the contracting entity (provider, IPA, hospital, etc.) and other persons/entities for the provision of services under this Agreement. No specific payment will be made directly or indirectly under the plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an enrollee.
5. The parties agree that a claim for home health care services following an inpatient hospital stay cannot be denied on the basis of medical necessity or a lack of prior authorization while a utilization review determination is pending if all necessary information was provided before a member's inpatient hospital discharge, consistent with Public Health Law § 4903.

#### D. RECORDS ACCESS

1. Pursuant to appropriate consent/authorization by the enrollee, the Provider will make the enrollee's medical records and other personally identifiable information (including encounter data for government-sponsored programs) available to the MCO (and IPA if applicable), for purposes including preauthorization, concurrent review, quality assurance, (including Quality Assurance Reporting Requirements ("QARR")), payment processing, and qualification for government programs, including but not limited to newborn eligibility for Supplemental Security Income (SSI) and for MCO/Manager analysis and recovery of overpayments due to fraud and abuse. The Provider will also make enrollee medical records available to the State for management audits, financial audits, program monitoring and evaluation, licensure or certification of facilities or individuals, and as otherwise required by state law. The Provider shall provide copies of such records to DOH at no cost. The Provider (or IPA if applicable) expressly acknowledges that he/she/it shall also provide to the MCO and the State (at no expense to the State), on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, as required by law. These provisions shall survive termination of the contract for any reason.
2. When such records pertain to Medicaid or Family Health Plus reimbursable services the Provider agrees to disclose the nature and extent of services provided and to furnish records to DOH and/or the United States Department of Health and Human Services, the County Department of Social Services, the Comptroller of the State of New York, the Office of the Medicaid Inspector General, the New York State Attorney General, and the Comptroller General of the United States and their authorized representatives upon request. This provision shall survive the termination of this Agreement regardless of the reason.
3. The parties agree that medical records shall be retained for a period of six (6) years after the date of service, and in the case of a minor, for three (3) years after majority or six (6) years after the date of service, whichever is later, or for such longer period as specified elsewhere within this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.
4. The MCO and the Provider agree that the MCO will obtain consent directly from enrollees at the time of enrollment or at the earliest opportunity, or that the Provider will obtain consent from enrollees at the time service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO, to an IPA or to third parties. If the Agreement is between an MCO and an IPA, or between an IPA and an IPA, the IPA agrees to require the providers with which it contracts to agree as provided above. If the Agreement is between an IPA and a provider, the Provider agrees to obtain consent from the enrollee if the enrollee has not previously signed consent for disclosure of medical records.

## E. TERMINATION AND TRANSITION

1. Termination or non-renewal of an agreement between an MCO and an IPA, institutional network provider, or medical group Provider that serves five percent or more of the enrolled population in a county, or the termination or non-renewal of an agreement between an IPA and an institutional Provider or medical group Provider that serves five percent or more of the enrolled population in a county, requires notice to the Commissioner of Health. Unless otherwise provided by statute or regulation, the effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination, by the MCO may be effected on less than 45 days notice provided the MCO demonstrates to DOH's satisfaction prior to termination that circumstances exist which threaten imminent harm to enrollees or which result in Provider being legally unable to deliver the covered services and, therefore, justify or require immediate termination.
2. If this Agreement is between the MCO and a health care professional, the MCO shall provide to such health care professional a written explanation of the reasons for the proposed contract termination, other than non-renewal, and an opportunity for a review as required by state law. The MCO shall provide the health care professional 60 days notice of its decision to not renew this Agreement.
3. If this Agreement is between an MCO and an IPA, and the Agreement does not provide for automatic assignment of the IPA's Provider contracts to the MCO upon termination of the MCO/IPA contract, in the event either party gives notice of termination of the Agreement, the parties agree, and the IPA's providers agree, that the IPA providers shall continue to provide care to the MCO's enrollees pursuant to the terms of this Agreement for 180 days following the effective date of termination, or until such time as the MCO makes other arrangements, whichever first occurs. This provision shall survive termination of this Agreement regardless of the reason for the termination.
4. Continuation of Treatment. The Provider agrees that in the event of MCO or IPA insolvency or termination of this contract for any reason, the Provider shall continue, until medically appropriate discharge or transfer, or completion of a course of treatment, whichever occurs first, to provide services pursuant to the subscriber contract, Medicaid Managed Care contract, or Family Health Plus contract, to an enrollee confined in an inpatient facility, provided the confinement or course of treatment was commenced during the paid premium period. **For purposes of this clause, the term "provider" shall include the IPA and the IPA's contracted providers if this Agreement is between the MCO and an IPA.** This provision shall survive termination of this Agreement.
5. Notwithstanding any other provision herein, to the extent that the Provider is providing health care services to enrollees under the Medicaid Program and/or Family Health Plus, the MCO or IPA retains the option to immediately terminate the Agreement when the Provider has been terminated or suspended from the Medicaid Program.
6. In the event of termination of this Agreement, the Provider agrees, and, where applicable, the IPA agrees to require all participating providers of its network to assist in the orderly transfer of enrollees to another provider.

F. ARBITRATION

1. To the extent that arbitration or alternative dispute resolution is authorized elsewhere in this Agreement, the parties to this Agreement acknowledge that the Commissioner of Health is not bound by arbitration or mediation decisions. Arbitration or mediation shall occur within New York State, and the Commissioner of Health will be given notice of all issues going to arbitration or mediation, and copies of all decisions.

G. IPA-SPECIFIC PROVISIONS

1. Any reference to IPA quality assurance (QA) activities within this Agreement is limited to the IPA's analysis of utilization patterns and quality of care on its own behalf and as a service to its contract providers.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of the Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment or modification of this Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, the Provider shall complete and submit Standard Form-LLL "Disclosure Form to Reporting Lobby," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into submission of this certification is a prerequisite for making or entering into this transaction pursuant to U.S.C. Section 1352. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

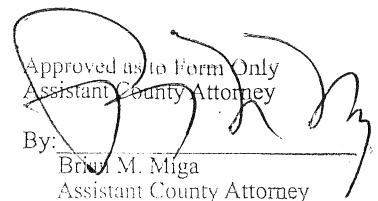
DATE: \_\_\_\_\_

TITLE: Oneida County Executive

ORGANIZATION: Oneida County Health Department

NAME: (Please Print) Anthony J. Picente, Jr.

SIGNATURE: \_\_\_\_\_

  
Approved as to Form Only  
Assistant County Attorney  
By: Brian M. Miga  
Assistant County Attorney



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](http://www.ocgov.net)

**ANTHONY J. PICENTE, JR.**

County Executive

[ce@ocgov.net](mailto:ce@ocgov.net)



FN 20 12-162

March 7, 2012

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Fiorini:

Oneida County Charter Article XIX and Oneida County Administrative Code XIX both contemplate that there would come a point in time for Oneida County to change its system of investigating deaths within the County. I believe that the time for such a change is on us.

I propose the adoption of a Local Law, in accordance with Oneida County Charter Article XIX and Oneida County Administrative Code XIX, replacing the system of four elected Coroners within the County of Oneida with one appointed Medical Examiner. This change will facilitate the County's utilization of high-level expertise and of the sophisticated level of forensics possible with current technology.

The Local Law will result in the terms of office of all current Coroners to expire on December 31, 2012 and the Medical Examiner would commence service on January 1, 2013.

I ask for your support of this important piece of legislation that will increase our efficiency, enhance the quality of death investigations and capitalize on professional depth and knowledge.

Sincerely,

Anthony J. Picente Jr.  
Oneida County Executive

**INTRODUCTORY  
NO.**

**F.N.**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:  
2ND BY:**

**RE: A LOCAL LAW ABOLISHING THE OFFICE OF CORONER  
WITHIN THE COUNTY OF ONEIDA AND CREATING THE OFFICE OF  
APPOINTED MEDICAL EXAMINER**

Legislative Intent: The intent of this local law is replace the system of four elected Coroners within the County of Oneida with a system of one appointed Medical Examiner, in order to provide high-level expertise and the sophisticated level of forensics possible with current technology.

BE IT ENACTED by the Board of County Legislators of the County of Oneida, State of New York, as follows:

1. The office of Coroner within the County of Oneida is abolished pursuant to Oneida County Charter Article XIX and Oneida County Administrative Code Article XIX.
2. The terms of office of all Coroners holding office within Oneida County at the time this Local Law is adopted and filed shall expire on December 31, 2012, and thereafter no Coroner shall be elected for Oneida County.
3. The office of appointed Medical Examiner is created pursuant to Oneida County Charter Article XIX and Oneida County Administrative Code Article XIX.
4. The appointed Medical Examiner shall be authorized to appoint Deputy Medical Examiners and other professional staff and non-professional assistants and employees as may be required in the performance of the duties of the office, within the appropriations provided therefor.
5. Oneida County Charter Article XIX and Oneida County Administrative Code Article XIX shall become and be effective on and after January 1, 2013.



This Local Law shall take effect in accordance with Sections 20, 21 and 27 of the Municipal Home Rule Law

APPROVED: Public Safety Committee ( )  
                  Ways & Means Committee ( )

DATED:

Adopted by the following roll call vote:  
AYES\_\_\_NAYS\_\_\_ABSENT\_\_\_

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

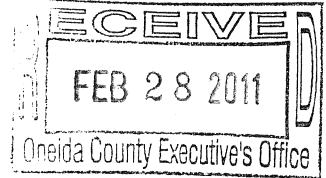
DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

February 23, 2012

FN 20 12-163



Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

## PUBLIC WORKS

## WAYS & MEANS

Dear County Executive Picente,

The building used by the District Attorneys Drug Task Force is in need of an immediate roof repair. Unfortunately, the roof is beyond minor repairs and needs to be replaced. I am proposing to amend Capital Project H – 363 Comprehensive Building Phase III to accommodate this new project.

Fortunately, the District Attorney was given permission to use some of seizure money to pay for the total cost of the project. These funds will allow the project to be done immediately and help avoid other structural damage to the building.

The original construction estimate was \$55,000.00. On November 30, 2011, the Oneida County Board of Legislators approved a budget increase to Capital Project H-363, Comprehensive Building Phase III, in the amount of \$55,000.00 to be offset by the transfer of Seizure funds from the District Attorney's Office. On February 7, 2012, sealed bids were received and opened with a low bid plus contingency total of \$85,000.00. An additional budget increase to Capital Project H-363 in the amount of \$30,000.00 will be required to complete this project.

I therefore request your Board approval for the following amendment to **Capital Project H – 363 Comprehensive Building Phase III:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Direct Appropriation.....	\$ 4,000.	\$ + 00.	\$ 4,000.
Bonding.....	\$4,682,000.	\$ + 00.	\$4,682,000.
Other (Seizure).....	\$ 55,000.	\$ + 30,000.	\$ 85,000
TOTAL: .....	\$4,741,000.	\$ +30,000.	\$4,771,000.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner

CC: DPW Engineering  
Comptroller  
Budget Director  
District Attorney

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

Anthony J. Picente, Jr.  
County Executive

Date 3/1/12

