



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

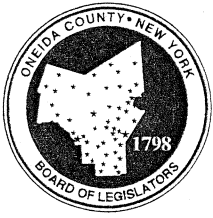
Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION August 13, 2014

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-263	Ways & Means	
2014-265	Read & Filed	
2014-266	Read & Filed	
2014-267	Ways & Means	
2014-268	Public Works, Ways & Means	
2014-269	Public Safety, Ways & Means	
2014-270	Public Safety, Ways & Means	
2014-271	Public Safety, Ways & Means	
2014-272	Public Safety, Ways & Means	
2014-273	Public Safety, Ways & Means	
2014-274	Public Safety, Ways & Means	
2014-275	Public Safety, Ways & Means	
2014-276	Public Safety, Ways & Means	
2014-277	Public Safety, Ways & Means	
2014-278	Health & Human Services	
2014-279	Health & Human Services	
2014-280	Health & Human Services	
2014-281	Health & Human Services	
2014-282	Health & Human Services	
2014-283	Public Works, Ways & Means	
2014-284	Government Operations, Ways & Means	
2014-285	Government Operations, Ways & Means	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



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

August 12, 2014

FN 20 14-263

Chairman Gerald J. Fiorini
Board of Legislators
800 Park Ave.
Utica, NY 13501

WAYS & MEANS

Dear Chairman Fiorini,

Effective August 12, 2009, the New York State Comptroller requires all elected and appointed officials who are members of the New York State Retirement System and do not participate in the County's payroll time system to maintain a "Record of Activities" for a period of three months. Following their submission, the Board of Legislators must pass a resolution stating the average days worked per month for each member of the retirement system. (Note: non-members are not required to participate in the record keeping, nor are they required to be included in the resolution).

I hereby request that the Board of Legislators approve a resolution establishing the standard workday and reporting days for the New York State and Local Employees Retirement System for certain County Officials whose term began January 1, 2014 at the September 10th 2014 Board Meeting. Thank you in advance.

Sincerely,

Mikale P. Billard
Clerk of the Board



1600 Genesee Street, Utica, New York 13502
T 315.733.1224 | F 315.733.2305
ohswa.org

Preserving the environment through integrated recovery and disposal.

July 1, 2014

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

EN 20 14 - 265

READ & FILED

Dear Mr. Billard:

Pursuant to New York State Municipal Law Section 120-w, please make available the enclosed Draft Request for Proposals for public review until September 2, 2014. Thank you.

Sincerely,

James V. Biamonte
Environmental Coordinator

JVB/aag

Enclosure

BOARD OF DIRECTORS

Neil C. Angell
Chairman

Harry A. Hertline
Treasurer

Alicia Dicks
James M. D'Onofrio

Barbara Freeman
Robert J. Roberts, III

William A. Rabbia
Executive Director

Kenneth A. Long
Vice Chairman

Vincent J. Bono

James A. Franco

James M. Williams

Jodi M. Tuttle
Authority Board Secretary

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

for

F.N. 20 14 . 266

MEMORIALIZING PETITION

F.N. 2014-
READ & FILED

SPONSOR(S): Legislators Fort, Paparella, Porter *Koenig, FLISNICK*

A MEMORIALIZING PETITION URGING THE REPRESENTATIVES of NEW YORK STATE GOVERNMENT TO IMMEDIATELY COMMENCE THE REVIEW AND AMENDMENT OF SOCIAL SERVICES LAW TO PROVIDE FOR DRUG TESTING OF RECIPIENTS OF PUBLIC ASSISTANCE PRIOR TO THE DISTRIBUTION OF SUCH FUNDS

WHEREAS, members of the public generally do not question the distribution of public funds to those in need, particularly the elderly and children; and

WHEREAS, taxpayers are struggling to maintain their employment in order to continue providing the food, shelter, clothing and education of their families; and

WHEREAS, lawmakers have a responsibility to ensure equity to taxpayers who struggle to provide for their families; and

WHEREAS, nine other states have enacted laws to provide for such equity to taxpayers, with Mississippi being the most recent; and

WHEREAS, this action will ensure that the children of public assistance recipients actually receive the benefits intended for their health and well-being; and

WHEREAS, it is the responsibility of state legislators to review and amend the social services law by establishing the requirements, parameters and practices of such testing; and

WHEREAS, Assembly members Crouch, Giglio, Hawley, Barclay, Ceretto, Johns, McLaughlin, Lopez, Palmesano, Blankenbush, DiPietro, Goodell, Oaks and Tenney have sponsored similar legislation (A01998) with the belief that such legislation is valid and useful; and

WHEREAS, such legislation can serve as a valuable tool in the fight against all drug use, including the upsurge in heroin and opiate use currently being experienced in New York State;

NOW THEREFORE BE IT HEREBY RESOLVED, that our state, county and city representatives should all stand together in support of this effort to ensure the health and safety of our community; and

BE IT FURTHER RESOLVED, that the members of this Oneida County Board of Legislators request our state representatives to work together to assure public funds to public assistance recipients are used as intended; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Senators Joseph A. Griffo and David Valesky, New York State Assembly Representatives Anthony Brindisi, Claudia R. Tenney, Ken Blankenbush, William McGee and Marc Butler, County Executive Anthony Picente and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

William Goodman

Joseph Jurgal

Chad Dore

Michael G. J.

Ken Fort

Emil R. Paparella

Bin Mandyl

Lyle E. Foster

Brian Miller

[Signature]

[Signature]
Norm Seach

[Signature]

Mark Blumenthal

James [Signature]

Philip Sacus

Frank Tallarone

[Signature]
Rose Ann Conventina

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 23 members of the Oneida County Board of Legislators.

Dated: July 9, 2014



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

August 5, 2014

FN 20 14 - 267

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

WAYS & MEANS

RE: **Final Approval of Consolidated Agricultural District # 5 -to Include the Towns of Kirkland, New Hartford, Westmoreland and Whitestown**

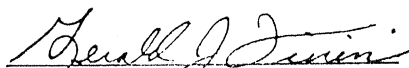
Honorable Members:

Attached is a packet of information for the final approval of the 8-year review of Oneida County Consolidated Agricultural District #5, now including the towns of Kirkland, New Hartford, Westmoreland and Whitestown.

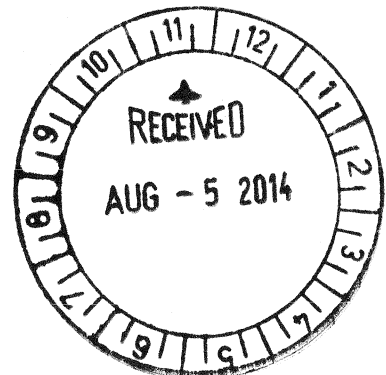
It is recommended by the Oneida County Farmland Protection Board to modify the district to include 248 landowners and 20,867.9 acres of farmland. As part of the County's plan to consolidate districts within the County, the boundaries of District #5 were modified to follow municipal boundaries of these towns and the attached documentation will show that this district has been restructured to better reflect geographic boundaries of common agricultural communities.

I respectfully request that this issue be considered by the Board at the meeting of **September 10, 2014.**

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

GJF/pp
attachments



ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

<u>MAP #</u>	<u>OWNER</u>	<u>PIN</u>	<u>MUNICIPALITY</u>	<u>ACRES</u>
1	ABOUSSLEMAN, WILLIAM	349.000-4-64	NEW HARTFORD	14.1
2	ACEE, MARGARET	315.000-1-83	WESTMORELAND	10.3
3	ACEE, SAM	315.000-1-34	WESTMORELAND	16.5
3	ACEE, SAM	315.000-1-34	WESTMORELAND	38.6
3	ACEE, SAM	315.000-1-28	WESTMORELAND	7.4
3	ACEE, SAM	302.000-2-4.1	WESTMORELAND	1.4
3	ACEE, SAM	302.000-1-36.3	WESTMORELAND	14.2
3	ACEE, SAM	302.000-1-72.1	WESTMORELAND	22.9
3	ACEE, SAM	302.000-1-36.3	WESTMORELAND	16.8
3	ACEE, SAM	302.000-1-36.3	WESTMORELAND	9.0
3	ACEE, SAM	302.000-1-37.1	WESTMORELAND	4.5
4	AMES, LAWERNCE JR	355.000-1-31.1	KIRKLAND	52.0
4	AMES, LAWERNCE JR	354.000-2-8.1	KIRKLAND	8.2
4	AMES, LAWERNCE JR	354.000-2-8.1	KIRKLAND	68.1
5	ANN MILLER IRREVOCABLE TRUST	347.002-2-29.1	KIRKLAND	90.7
6	ARCHER, MIKE	287.000-2-39.1	WESTMORELAND	16.7
7	AUDETTE, NORMAN	287.000-2-57.1	WESTMORELAND	18.0
7	AUDETTE, NORMAN	287.000-2-57.2	WESTMORELAND	13.1
8	AUGENSTEIN, JAMES	273.000-1-11	WESTMORELAND	33.7

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

9	AUSTIN, GERALD D	271.000-1-11	WESTMORELAND	4.2
10	BARKER, ARTHEDA M	356.000-1-47	KIRKLAND	80.1
11	BARNS, ARTHUR F	314.000-1-10.1	WESTMORELAND	25.8
11	BARNS, ARTHUR F	314.000-1-10.1	WESTMORELAND	5.2
11	BARNS, ARTHUR F	314.000-1-10.1	WESTMORELAND	15.4
12	BARRETT, KEN & SHEILA	303.000-2-1.3	WHITESTOWN	8.0
13	BAWOL, PAUL M	358.000-2-7.1	NEW HARTFORD	36.3
14	BAWOL, STANLEY	358.000-2-8	NEW HARTFORD	56.9
15	BEDNARDZ, GORDON	288.000-2-66.12	WESTMORELAND	38.6
16	BENTLY SEVEN INC.	350.000-2-33	NEW HARTFORD	7.7
16	BENTLY SEVEN INC.	350.000-2-33	NEW HARTFORD	2.3
17	BENTON, CAROL	350.000-1-34.1	NEW HARTFORD	0.1
17	BENTON, CAROL	350.000-1-34.1	NEW HARTFORD	56.7
17	BENTON, CAROL	350.000-1-33	NEW HARTFORD	13.0
17	BENTON, CAROL	350.000-1-34.1	NEW HARTFORD	48.1
18	BESIG, ROBERT	274.000-2-47	WESTMORELAND	37.2
18	BESIG, ROBERT	274.000-2-13	WESTMORELAND	39.3
19	BHB PROPERTIES LLC	290.000-2-26	WHITESTOWN	110.6
20	BISHOPP, TROY J	364.000-2-5	KIRKLAND	65.6
21	BOGDANSKI ,DAVID	356.000-2-21	KIRKLAND	42.1

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

22	BORNICK LIVING TRUST (RONALD BORNICK)	348.000-1-52	KIRKLAND	64.8
23	BRADY, DENNIS	354.000-2-1.3	KIRKLAND	78.0
23	BRADY, DENNIS	354.000-2-2	KIRKLAND	40.6
23	BRADY, DENNIS	345.000-1-11	KIRKLAND	51.4
23	BRADY, DENNIS	355.000-1-1	KIRKLAND	93.3
23	BRADY, DENNIS	345.000-1-11	KIRKLAND	9.6
24	BRADY, WILLIAM J	355.000-2-51.1	KIRKLAND	3.1
24	BRADY, WILLIAM J	355.000-2-51.2	KIRKLAND	9.4
25	BROCKETT, GARY F	338.000-2-37	KIRKLAND	12.2
25	BROCKETT, GARY F	338.000-2-20	KIRKLAND	6.0
26	BURMASTER HOWARD	348.000-1-27	KIRKLAND	55.8
27	BURTCH, CHRISTOPHER & JANICE	276.017-1-8.2	WHITESTOWN	10.1
28	BUSTOS, GARY G.	314.000-2-58	WESTMORELAND	23.1
29	CARDONE JOHN A	335.000-2-24	WESTMORELAND	14.7
30	CHAMPION FARMS, LLC	345.000-1-12.2	KIRKLAND	99.0
30	CHAMPION FARMS, LLC	345.000-1-9	KIRKLAND	1.9
30	CHAMPION FARMS, LLC	346.000-1-48	KIRKLAND	80.9
30	CHAMPION FARMS, LLC	345.000-1-9	KIRKLAND	34.2
30	CHAMPION FARMS, LLC	346.000-1-48	KIRKLAND	104.7
30	CHAMPION FARMS, LLC	346.000-1-71.2	KIRKLAND	53.7

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

31	CHAMPION JEANETTE L	354.000-2-3	KIRKLAND	23.0
32	CHAMPION, DALE	355.000-2-35	KIRKLAND	48.2
32	CHAMPION, DALE (CHAMPION FARMS LLC)	354.000-2-1.4	KIRKLAND	79.7
32	CHAMPION, DALE	346.000-1-50.1	KIRKLAND	0.6
33	CHAMPION, DONALD	354.000-2-9	KIRKLAND	32.0
34	CHAMPION, JEANETTE L	355.000-1-33.1	KIRKLAND	36.6
34	CHAMPION, JEANETTE L	355.000-1-33.1	KIRKLAND	67.7
34	CHAMPION, JEANETTE L	354.000-2-1.1	KIRKLAND	75.7
35	CHITTUM, BENNETT H	289.000-1-8.1	WESTMORELAND	35.6
36	CLARK, RAYMOND E	327.000-6-39.1	WESTMORELAND	45.6
36	CLARK, RAYMOND E	327.000-6-39.1	WESTMORELAND	18.9
36	CLARK, RAYMOND E	326.000-2-63.1	WESTMORELAND	23.2
36	CLARK, RAYMOND E	326.000-2-51	WESTMORELAND	2.2
36	CLARK, RAYMOND E	326.000-2-64.1	WESTMORELAND	0.0
37	COLBY, FELICITY	355.000-1-2.1	KIRKLAND	47.7
37	COLBY, FELICITY	355.000-1-2.1	KIRKLAND	19.3
38	COLEMAN, ALLEN AND KAREN	274.000-1-75.1	WESTMORELAND	55.5
39	COLLINS FARM REALTY LLC	350.000-3-27	NEW HARTFORD	47.7
39	COLLINS FARM REALTY LLC	350.000-2-31.1	NEW HARTFORD	15.1
40	COLLINS, EDWARD	350.000-3-51	NEW HARTFORD	3.7

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

40	COLLINS, EDWARD	350.000-3-51	NEW HARTFORD	23.3
40	COLLINS, EDWARD	350.000-3-50.1	NEW HARTFORD	76.4
40	COLLINS, EDWARD	350.000-1-35.2	NEW HARTFORD	27.9
41	CONROY, KATHARINE WILSON	313.000-2-31.1	WESTMORELAND	78.1
41	CONROY, KATHARINE WILSON	313.000-2-31.2	WESTMORELAND	10.4
42	CONSTANTINO MARCOCCIA	273.000-1-34.1	WESTMORELAND	1.7
42	CONSTANTINO MARCOCCIA	273.000-1-34.1	WESTMORELAND	31.7
42	CONSTANTINO MARCOCCIA	273.000-1-34.1	WESTMORELAND	1.4
43	COOK, DAVID AND MARY	289.000-1-69	WESTMORELAND	26.0
44	COREY, CARLTON III	349.000-4-48.1	NEW HARTFORD	19.9
44	COREY, CARLTON III	349.000-4-48.2	NEW HARTFORD	20.6
45	COSGROVE, MICHAEL J	357.000-3-9.1.1	KIRKLAND	36.1
45	COSGROVE, MICHAEL J	356.000-2-13.1	KIRKLAND	62.6
45	COSGROVE, MICHAEL J	348.000-1-57.1	KIRKLAND	56.4
45	COSGROVE, MICHAEL J	348.000-1-57.1	KIRKLAND	19.9
45	COSGROVE, MICHAEL J	348.000-1-51	KIRKLAND	25.6
45	COSGROVE, MICHAEL J	348.000-1-51	KIRKLAND	72.5
46	COY, JEFFREY JR.	303.000-1-54.1	WESTMORELAND	11.5
46	COY, JEFFREY JR.	303.000-1-53.1	WESTMORELAND	19.9
46	COY, JEFFREY JR.	303.000-1-54.1	WESTMORELAND	32.0

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

46	COY, JEFFREY JR.	303.000-1-54.1	WESTMORELAND	9.1
47	CRANE, EDWARD	336.000-1-27.1	KIRKLAND	117.6
47	CRANE, EDWARD	336.000-1-11	KIRKLAND	7.9
47	CRANE, EDWARD	336.000-1-13	KIRKLAND	106.8
47	CRANE, EDWARD	336.000-1-13	KIRKLAND	35.0
48	CRANE, LEO J	336.000-3-9.2	WESTMORELAND	54.0
49	CRANE, MICHAEL & MARGIE	336.000-1-24	KIRKLAND	55.8
50	CRARY, ROGER S.	313.000-1-2.7	WESTMORELAND	10.9
50	CRARY, ROGER S.	313.000-1-2.6	WESTMORELAND	2.7
50	CRARY, ROGER S.	313.000-1-2.2	WESTMORELAND	12.5
50	CRARY, ROGER S.	313.000-1-2.1	WESTMORELAND	21.1
50	CRARY, ROGER S.	313.000-1-3	WESTMORELAND	5.3
51	DAWES, KELLY	301.000-2-14.4	WESTMORELAND	39.9
52	DZUBAN, WALTER	336.000-3-17.1	WESTMORELAND	46.3
53	EATON, THOMAS	345.000-1-14	KIRKLAND	12.8
53	EATON, THOMAS	345.000-1-15.1	KIRKLAND	50.0
53	EATON, THOMAS	345.000-1-16.1	KIRKLAND	1.3
54	ELDRIDGE, CHARLES	313.000-1-21	WESTMORELAND	2.3
54	ELDRIDGE, CHARLES	313.000-1-21	WESTMORELAND	65.4
55	ELLIOTT, JAMES	313.000-2-46	WESTMORELAND	24.3

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

55	ELLIOTT, JAMES	313.000-2-46	WESTMORELAND	66.9
55	ELLIOTT, JAMES	313.000-1-7.2	WESTMORELAND	85.7
56	ERNST, SUZANNE L	349.000-4-66	NEW HARTFORD	19.5
57	ESCHE, ROBERT	289.000-1-82.2	WESTMORELAND	63.6
57	ESCHE, ROBERT	289.000-1-2	WESTMORELAND	4.2
58	F & S FARMS	302.000-1-31.1	WESTMORELAND	70.6
59	FEDOR, DAVID & KAREN	303.000-1-35	WESTMORELAND	0.9
59	FEDOR, DAVID	303.000-1-37.1	WESTMORELAND	102.8
59	FEDOR, DAVID	303.000-1-37.1	WESTMORELAND	29.8
59	FEDOR, DAVID	303.000-1-42	WESTMORELAND	64.6
59	FEDOR, DAVID	315.000-3-20.1	WHITESTOWN	7.4
59	FEDOR, DAVID	315.000-3-22	WHITESTOWN	20.8
59	FEDOR, DAVID	315.000-3-20.1	WHITESTOWN	26.1
59	FEDOR, DAVID	315.000-3-18.1	WHITESTOWN	2.9
59	FEDOR, DAVID	303.000-3-11.1	WESTMORELAND	5.9
59	FEDOR, DAVID	303.000-3-11.1	WESTMORELAND	7.4
60	FORD, GENE	345.000-1-10.1	KIRKLAND	36.5
61	FORD, THOMAS	345.000-1-10.2	KIRKLAND	0.9
61	FORD, THOMAS	335.000-2-13	WESTMORELAND	35.8
62	FORD, EDWARD & DONNA	357.000-4-20	KIRKLAND	56.7

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

63	FOSS, JEFFREY A	312.000-1-25	WESTMORELAND	53.5
63	FOSS, JEFFREY A	312.000-1-25	WESTMORELAND	27.5
63	FOSS, JEFFREY A	312.000-1-25	WESTMORELAND	43.8
63	FOSS, JEFFREY A	313.000-1-1	WESTMORELAND	54.5
63	FOSS, JEFFREY A	313.000-1-1	WESTMORELAND	4.2
63	FOSS, JEFFREY A	300.000-1-44	WESTMORELAND	15.9
63	FOSS, JEFFREY A	300.000-1-43	WESTMORELAND	61.8
63	FOSS, JEFFREY A	300.000-1-45.3	WESTMORELAND	99.8
64	FRANZ, ERIC D	338.000-2-38	KIRKLAND	66.1
65	GADZIALA, TIMOTHY T	336.000-3-1.2	WESTMORELAND	2.4
66	GATTARI, VICTOR A	273.000-1-15.1	WESTMORELAND	3.2
66	GATTARI, VICTOR A	273.000-1-15.1	WESTMORELAND	9.7
66	GATTARI, VICTOR A	273.000-1-12	WESTMORELAND	50.5
66	GATTARI, VICTOR A	273.000-1-15.1	WESTMORELAND	1.5
66	GATTARI, VICTOR A	273.000-1-15.1	WESTMORELAND	66.2
67	GIBSON, WILLIAM	327.000-3-1	KIRKLAND	1.3
67	GIBSON, WILLIAM	327.000-6-50.1	WESTMORELAND	33.6
68	GIOTTO, FRANK AND KRISTINE	340.000-4-12.6	NEW HARTFORD	12.6
68	GIOTTO, FRANK	340.000-4-11.1	NEW HARTFORD	70.1
69	GOETZ, JOHN M	288.000-2-50	WESTMORELAND	112.5

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

70	GOODSON, MARK E	363.000-3-5	KIRKLAND	10.8
71	GREEN, DAVID C.	340.000-4-7.2	NEW HARTFORD	49.8
72	HAINES, LISELI	356.000-1-32.1	KIRKLAND	67.3
73	HAINES, HAZEL M	356.000-1-43.1	KIRKLAND	30.5
73	HAINES, HAZEL M	356.000-1-43.1	KIRKLAND	10.5
74	HAST, CHARLES	274.000-1-1.3	WESTMORELAND	148.8
75	HILTS, BRADLEY	271.000-1-15	WESTMORELAND	1.0
76	HINMAN, DE FOREST	314.000-2-16	WESTMORELAND	2.6
76	HINMAN, DE FOREST	314.000-2-16	WESTMORELAND	42.0
77	HINMAN, JAMES & DARCI	349.000-4-71.1	NEW HARTFORD	37.0
77	HINMAN, JAMES & DARCI	349.000-4-73.2	NEW HARTFORD	50.8
78	HOAGE, CARL	287.000-1-16	WESTMORELAND	23.8
78	HOAGE, CARL	287.000-1-16	WESTMORELAND	7.0
78	HOAGE, CARL	287.000-1-16	WESTMORELAND	67.8
79	HUGHES, JOHN C	348.000-1-23.1	KIRKLAND	121.8
79	HUGHES, JOHN C	348.000-1-23.1	KIRKLAND	26.9
80	HULLAR, TOM	325.000-1-58.7	WESTMORELAND	20.2
81	HUMPHREY FARMS INC	348.000-2-3	KIRKLAND	2.1
81	HUMPHREY FARMS INC	338.000-2-26	KIRKLAND	2.1
81	HUMPHREY FARMS INC	348.000-2-2	KIRKLAND	4.4

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

81	HUMPHREY FARMS INC	348.000-2-3	KIRKLAND	144.1
81	HUMPHREY FARMS INC	338.000-2-19.1	KIRKLAND	5.4
81	HUMPHREY FARMS INC	338.000-2-19.1	KIRKLAND	1.1
81	HUMPHREY FARMS INC	338.000-3-23	NEW HARTFORD	30.2
81	HUMPHREY FARMS INC	339.000-2-1.1	NEW HARTFORD	117.9
81	HUMPHREY FARMS INC	338.000-3-33.1	NEW HARTFORD	104.4
81	HUMPHREY FARMS INC	338.000-3-22	NEW HARTFORD	127.9
82	HUMPHREYS, JOHN	339.000-2-37	NEW HARTFORD	67.8
83	JACKSON, GARY L	314.000-1-51.2	WESTMORELAND	5.6
83	JACKSON, GARY L	314.000-1-51.2	WESTMORELAND	19.0
83	JACKSON, GARY L	314.000-1-51.2	WESTMORELAND	66.9
83	JACKSON, GARY L	314.000-1-5	WESTMORELAND	32.8
83	JACKSON, GARY L	314.000-1-5	WESTMORELAND	31.1
83	JACKSON, GARY L	314.000-1-5	WESTMORELAND	45.5
83	JACKSON, GARY L	314.000-1-51.2	WESTMORELAND	128.3
84	JANUS, LEWIS	364.000-2-26	KIRKLAND	20.9
85	JOHNS, J. RONALD	350.000-1-1.2	NEW HARTFORD	62.4
86	JOHNSON, CRAIG & HEATHER	272.000-1-47.1	WESTMORELAND	23.9
87	JOSEPH, GEORGE E	337.000-1-25.2	KIRKLAND	0.7
87	JOSEPH, GEORGE E	337.000-1-25.2	KIRKLAND	17.6

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

87	JOSEPH, GEORGE E	337.000-1-25.2	KIRKLAND	0.0
87	JOSEPH, GEORGE E	337.000-1-25.2	KIRKLAND	6.2
87	JOSEPH, GEORGE E	314.000-2-38	WESTMORELAND	0.3
87	JOSEPH, GEORGE E	314.000-2-38	WESTMORELAND	142.2
87	JOSEPH, GEORGE E	315.000-1-80.1	WESTMORELAND	13.7
88	JRCR REALTY, LLC	356.000-1-28	KIRKLAND	28.4
88	JRCR REALTY, LLC	356.000-2-20.1	KIRKLAND	69.6
88	JRCR REALTY, LLC	356.000-2-23.1	KIRKLAND	90.7
88	JRCR REALTY, LLC	347.000-4-7	KIRKLAND	26.7
88	JRCR REALTY, LLC	347.000-2-19.2	KIRKLAND	29.9
88	JRCR REALTY, LLC	347.000-4-7	KIRKLAND	64.4
88	JRCR REALTY, LLC	347.001-3-4.2	KIRKLAND	11.0
89	KEAVENEY LIVING TRUST	339.000-2-36.2	NEW HARTFORD	86.0
90	KELLER, CLARENCE	350.000-1-12	NEW HARTFORD	0.5
91	KELLER, JOAN ETAL	338.000-2-27	KIRKLAND	3.1
92	KELLY, DAN	301.000-1-21.15	WESTMORELAND	94.6
92	KELLY, DANIEL	301.000-1-21.5	WESTMORELAND	17.8
93	KIELAR, RONALD F	357.000-3-11	KIRKLAND	7.7
94	KILBOURN, WILLIAM	301.000-1-21.1	WESTMORELAND	6.9
95	KIRKPATRICK, THOMAS	348.000-2-36	KIRKLAND	30.5

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

95	KIRKPATRICK, THOMAS	348.000-2-30.1	KIRKLAND	72.4
95	KIRKPATRICK, THOMAS	348.000-2-30.1	KIRKLAND	98.4
96	KITCHEN, CARLTON & PHYLLIS	325.000-1-10	WESTMORELAND	2.3
97	KITCHEN, ALLEN ROBERT	335.000-2-1	WESTMORELAND	80.1
98	KITCHEN, CLIFFORD W	345.000-1-1	KIRKLAND	15.0
98	KITCHEN, CLIFFORD W	335.000-2-17	WESTMORELAND	10.9
99	KITCHEN, DANIEL G	325.000-1-35.1	WESTMORELAND	62.4
100	KITCHEN, FRANCIS	335.000-2-7	WESTMORELAND	23.2
101	KITCHEN, LESLIE A	336.000-3-1.1	WESTMORELAND	55.6
101	KITCHEN, LESLIE A	336.000-3-9.1	WESTMORELAND	9.1
101	KITCHEN, LESLIE A	336.000-3-9.1	WESTMORELAND	48.4
101	KITCHEN, LESLIE A	326.000-2-79.1	WESTMORELAND	116.1
102	KLIS, LOCARDIE	314.000-1-8	WESTMORELAND	21.7
102	KLIS, LOCARDIE	314.000-1-8	WESTMORELAND	6.4
102	KLIS, LOCARDIE	314.000-1-8	WESTMORELAND	25.2
103	KLIS, MARK A	314.000-1-3.1	WESTMORELAND	9.7
103	KLIS, MARK A	314.000-1-3.1	WESTMORELAND	8.8
103	KLIS, MARK A	314.000-1-3.1	WESTMORELAND	72.0
103	KLIS, MARK A	314.000-1-3.1	WESTMORELAND	3.5
104	KNOELLER, RICHARD	346.000-1-56.8	KIRKLAND	65.2

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

105	KUNZ, MICHAEL & ROBIN	335.000-2-15.8	WESTMORELAND	61.0
105	KUNZ, MICHAEL & ROBIN	335.000-2-15.4	WESTMORELAND	2.0
105	KUNZ, MICHAEL & ROBIN	335.000-2-18.1	WESTMORELAND	10.1
105	KUNZ, MICHAEL & ROBIN	335.000-2-18.7	WESTMORELAND	6.1
106	KWASNIEWSKI, THOMAS J	315.000-1-20.3	WESTMORELAND	8.0
106	KWASNIEWSKI, THOMAS J	315.000-1-15.1	WESTMORELAND	71.0
107	LABRECQUE, MICHAEL F	356.000-1-40.1	KIRKLAND	4.9
108	LANGDON, CHRISTOPHER R	315.000-1-20.1	WESTMORELAND	70.2
109	LASKA, HELEN	338.000-2-21	KIRKLAND	39.0
109	LASKA, HELEN & ANNE	338.000-3-32	NEW HARTFORD	14.1
110	LAWRENCE, DONALD	272.000-1-47.3	WESTMORELAND	5.4
110	LAWRENCE, DONALD	272.000-1-47.3	WESTMORELAND	48.2
110	LAWRENCE, DONALD	272.000-1-47.4	WESTMORELAND	9.5
111	LENAHAN, J H & SONS INC	315.000-4-6	NEW HARTFORD	17.9
111	LENAHAN, J H & SONS INC	315.000-3-24.1	WHITESTOWN	26.8
111	LENAHAN, J H & SONS INC	315.000-3-30.1	WHITESTOWN	9.7
111	LENAHAN, J H & SONS INC	315.000-2-33	WHITESTOWN	9.9
111	LENAHAN, J H & SONS INC	315.000-2-35.3	WHITESTOWN	8.8
111	LENAHAN, J H & SONS INC	315.000-3-24.1	WHITESTOWN	27.0
111	LENAHAN, J H & SONS INC	315.000-3-30.1	WHITESTOWN	22.5

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

111	LENAHAN, J H & SONS INC	315.000-2-33	WHITESTOWN	11.9
111	LENAHAN, J H & SONS INC	315.000-2-10	WHITESTOWN	0.8
111	LENAHAN, J H & SONS INC	315.000-2-35.2	WHITESTOWN	25.3
111	LENAHAN, J H & SONS INC	315.000-3-24.1	WHITESTOWN	85.4
111	LENAHAN, J H & SONS INC	315.000-2-41.1	WHITESTOWN	21.5
111	LENAHAN, J H & SONS INC	315.000-2-5	WHITESTOWN	13.9
111	LENAHAN, J H & SONS INC	315.000-2-2	WHITESTOWN	23.0
112	LEWIS, CHARLES A	327.000-6-45.4	WESTMORELAND	4.1
112	LEWIS, CHARLES	327.000-6-46	WESTMORELAND	66.9
112	LEWIS, CHARLES A	314.000-2-32.1	WESTMORELAND	34.4
112	LEWIS, CHARLES A	314.000-2-32.1	WESTMORELAND	68.6
113	LINDER, WILLIAM	350.000-2-34.2	NEW HARTFORD	42.7
114	LUSCOMB, SCOTT D	340.000-4-11.2	NEW HARTFORD	9.8
115	MACDONALD, ANGUS	301.000-2-25.16	WESTMORELAND	22.3
115	MACDONALD, ANGUS	301.000-2-25.25	WESTMORELAND	1.4
116	MARCELLUS, GEORGE R	289.000-1-81	WESTMORELAND	9.7
117	MARCH, CHARLES TIMOTHY	300.000-1-40.3	WESTMORELAND	1.0
117	MARCH, CHARLES TIMOTHY	300.000-1-4	WESTMORELAND	6.2
117	MARCH, CHARLES TIMOTHY	300.000-1-40.3	WESTMORELAND	15.8
118	MARLEY, KEVIN	337.020-1-1	KIRKLAND	2.0

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

118	MARLEY, KEVIN	338.000-2-1	KIRKLAND	29.1
119	MARTIN, JOHN	356.000-2-16	KIRKLAND	42.2
120	MASSOUD, ANTHONY J	350.000-3-28	NEW HARTFORD	105.8
120	MASSOUD, ANTHONY J	350.000-3-28	NEW HARTFORD	6.7
120	MASSOUD, ANTHONY J	350.000-3-28	NEW HARTFORD	0.5
120	MASSOUD, ANTHONY J	350.000-2-48.2	NEW HARTFORD	13.0
120	MASSOUD, ANTHONY J	350.000-2-56	NEW HARTFORD	19.2
120	MASSOUD, ANTHONY J	350.000-2-52.1	NEW HARTFORD	32.0
120	MASSOUD, ANTHONY J	350.000-2-60.1	NEW HARTFORD	5.9
120	MASSOUD, ANTHONY J	350.000-3-28	NEW HARTFORD	3.6
120	MASSOUD, ANTHONY J	350.000-2-46.1	NEW HARTFORD	82.3
120	MASSOUD, ANTHONY J	350.000-2-46.2	NEW HARTFORD	1.4
121	MCCLEARY, MAUREEN	350.000-2-43	NEW HARTFORD	12.5
121	MCCLEARY, MAUREEN	350.000-2-41.1	NEW HARTFORD	9.6
121	MCCLEARY, MAUREEN	350.000-2-42	NEW HARTFORD	19.9
122	MCCLOSKEY, DAVID & VALERIE	301.000-1-21.10	WESTMORELAND	5.0
122	MCCLOSKEY, DAVID & VALERIE	301.000-1-21.27	WESTMORELAND	53.8
123	MCFADDEN, CHARLES	335.000-2-22	WESTMORELAND	23.7
124	MCFADDEN, RONALD	335.000-2-21	WESTMORELAND	21.8
125	MIGA, STANLEY	349.000-4-70	NEW HARTFORD	50.9

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

126	MILEWSKI, VALENTINA	287.000-1-22	WESTMORELAND	2.9
126	MILEWSKI, VALENTINA	287.000-1-22	WESTMORELAND	126.1
127	MIMASSI, MICHAEL J.	290.000-2-42	WHITESTOWN	0.4
127	MIMASSI, MICHAEL J.	290.000-2-41	WHITESTOWN	4.8
127	MIMASSI, MICHAEL J.	291.000-1-73	WHITESTOWN	94.8
127	MIMASSI, MICHAEL J.	291.000-1-74	WHITESTOWN	1.3
128	MIRASOLA, STEVEN	288.000-1-31.1	WESTMORELAND	67.7
129	MONROE, JOHN W	338.000-2-9.1	KIRKLAND	44.8
130	MOODY, KAREN	274.000-1-1.1	WESTMORELAND	23.2
131	MORRIS, DAVID L	345.000-1-12.1	KIRKLAND	0.5
131	MORRIS, DAVID L	345.000-1-9	KIRKLAND	33.8
132	MUDGE, BADEN P. JR.	274.000-2-17.1	WESTMORELAND	17.2
133	MUSTEE, KAREN A	350.000-2-15.1	NEW HARTFORD	19.4
133	MUSTEE, KAREN A	350.000-2-15.1	NEW HARTFORD	49.5
133	MUSTEE, KAREN A	350.000-2-16	NEW HARTFORD	27.6
133	MUSTEE, KAREN A	350.000-2-16	NEW HARTFORD	21.3
133	MUSTEE, KAREN A	340.000-4-24.1	NEW HARTFORD	16.8
134	NAWOJ, DAVID	348.000-1-4	KIRKLAND	38.9
135	NELSON, CHAD	326.000-1-20	WESTMORELAND	34.7
136	NELSON, FRANK	274.000-3-20	WHITESTOWN	33.7

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

137	NEWMAN, WILLIAM	314.000-2-7	WESTMORELAND	1.0
137	NEWMAN, WILLIAM	314.000-2-7	WESTMORELAND	82.1
138	NIX, ELLIE	355.000-2-21	KIRKLAND	17.8
139	O'BRIEN, TIMOTHY H.	288.000-2-20.1	WESTMORELAND	102.8
140	OAKES, JAMES O	274.000-1-8.5	WESTMORELAND	11.9
140	OAKES, JAMES O	274.000-1-1.2	WESTMORELAND	1.2
141	OWENS FAMILY TRUST, RICHARD S & GAIL W	349.000-4-16.1	NEW HARTFORD	63.9
142	OWENS, LARRY R	349.000-4-17	NEW HARTFORD	7.2
143	OWENS, SCOT A	349.000-4-31	NEW HARTFORD	54.7
144	PALMER, GEORGE	349.000-2-1.1	NEW HARTFORD	68.0
145	PARESE, LAUREEN	301.000-2-14.1	WESTMORELAND	29.5
146	PAWLIKOWSKI, BRIAN & WENDY	287.000-2-10	WESTMORELAND	20.5
147	PECK, JOHN	355.000-1-10.1	KIRKLAND	31.0
147	PECK, JOHN	355.000-1-5	KIRKLAND	3.9
147	PECK, JOHN	355.000-1-38.1	KIRKLAND	111.8
148	PECK, GARY	347.000-2-39	KIRKLAND	0.3
148	PECK, GARY	347.000-2-39	KIRKLAND	51.4
148	PECK, GARY	347.000-2-39	KIRKLAND	9.5
148	PECK, GARY	347.000-2-39	KIRKLAND	13.0
149	PECK, MICHAEL J	300.000-1-41	WESTMORELAND	22.9

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

149	PECK, MICHAEL J	300.000-1-41	WESTMORELAND	15.1
150	PERRY, MARY JANE	340.000-2-20	NEW HARTFORD	13.1
150	PERRY, MARY JANE	340.000-2-20	NEW HARTFORD	106.9
151	PETRIE-WREGE, MARY L	336.000-1-5	KIRKLAND	15.4
151	PETRIE-WREGE, MARY L	336.000-3-6	WESTMORELAND	38.8
151	PETRIE-WREGE, MARY L	336.000-3-4.2	WESTMORELAND	0.3
151	PETRIE-WREGE, MARY L	336.000-3-4.2	WESTMORELAND	21.7
151	PETRIE-WREGE, MARY L	336.000-3-4.2	WESTMORELAND	16.2
152	PFLANZ, THOMAS C.	313.000-1-4	WESTMORELAND	6.2
152	PFLANZ, THOMAS C.	301.000-1-44	WESTMORELAND	6.7
152	PFLANZ, THOMAS C.	313.000-1-4	WESTMORELAND	53.7
153	PHILLIPS, JODIE	301.000-2-5.2	WESTMORELAND	0.8
153	PHILLIPS, JODIE	301.000-2-2	WESTMORELAND	0.7
153	PHILLIPS, JODIE	301.000-2-5.1	WESTMORELAND	5.2
154	PICK, DONALD F	314.000-2-43	WESTMORELAND	37.3
154	PICK, DONALD F	326.000-1-23.3	WESTMORELAND	64.3
154	PICK, DONALD F	314.000-2-45	WESTMORELAND	0.2
154	PICK, DONALD F	314.000-2-43	WESTMORELAND	50.1
154	PICK, DONALD F	314.000-2-57	WESTMORELAND	14.0
154	PICK, DONALD F	314.000-2-14	WESTMORELAND	116.3

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

154	PICK, DONALD F	314.000-2-15	WESTMORELAND	57.0
154	PICK, DONALD F	314.000-1-49.1	WESTMORELAND	25.6
155	PICK, STEPHEN W	314.000-2-13	WESTMORELAND	0.9
155	PICK, STEPHEN W	314.000-2-13	WESTMORELAND	27.7
156	PILBEAM, GEORGE	302.000-1-42	WESTMORELAND	75.8
156	PILBEAM, GEORGE	289.000-2-55.2	WESTMORELAND	62.6
157	PILBEAM, GREGORY T	302.000-1-80	WESTMORELAND	42.6
158	PRITCHARD, HUBERT A	272.000-1-51.1	WESTMORELAND	4.2
158	PRITCHARD, HUBERT A	287.000-1-42	WESTMORELAND	37.0
158	PRITCHARD, HUBERT A	287.000-1-25	WESTMORELAND	0.7
158	PRITCHARD, HUBERT A	287.000-1-48.2	WESTMORELAND	29.2
158	PRITCHARD, HUBERT A	287.000-1-48.2	WESTMORELAND	0.4
158	PRITCHARD, HUBERT A	287.000-1-25	WESTMORELAND	3.8
158	PRITCHARD, HUBERT A	287.000-1-25	WESTMORELAND	46.1
158	PRITCHARD, HUBERT A	287.000-1-12.1	WESTMORELAND	71.4
158	PRITCHARD, HUBERT A	287.000-1-12.1	WESTMORELAND	5.4
158	PRITCHARD, HUBERT A	287.000-1-18.1	WESTMORELAND	9.1
158	PRITCHARD, HUBERT A	272.000-1-51.1	WESTMORELAND	9.7
158	PRITCHARD, HUBERT A	287.000-1-18.1	WESTMORELAND	31.2
158	PRITCHARD, HUBERT	272.000-1-48	WESTMORELAND	39.0

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

158	PRITCHARD, HUBERT A	272.000-1-51.1	WESTMORELAND	55.5
158	PRITCHARD, HUBERT	272.000-1-48	WESTMORELAND	87.0
158	PRITCHARD, HUBERT A	273.000-1-72.2	WESTMORELAND	32.1
159	PRITCHARD, JAMES	272.000-1-47.8	WESTMORELAND	12.0
159	PRITCHARD, JAMES	272.000-1-44.2	WESTMORELAND	7.7
159	PRITCHARD, JAMES	272.000-1-44.1	WESTMORELAND	5.2
159	PRITCHARD, JAMES	272.000-1-44.1	WESTMORELAND	91.4
159	PRITCHARD, JAMES	272.000-1-35.2	WESTMORELAND	28.2
159	PRITCHARD, JAMES	272.000-1-47.5	WESTMORELAND	29.8
160	RAO, RUPA C	340.000-3-14	NEW HARTFORD	82.4
161	RAPOSA, JEAN A (WHITE FOX FARM)	348.000-1-49	KIRKLAND	69.2
162	RECHSTEINER, ARNOLD JR	357.000-4-19	KIRKLAND	20.4
162	RECHSTEINER, ARNOLD JR	357.000-4-17.1	KIRKLAND	70.5
162	RECHSTEINER, ARNOLD JR	357.000-4-17.1	KIRKLAND	59.3
162	RECHSTEINER, ARNOLD JR	357.000-4-7	KIRKLAND	8.5
162	RECHSTEINER, ARNOLD JR	357.000-4-8	KIRKLAND	68.0
162	RECHSTEINER, ARNOLD JR	357.000-3-10	KIRKLAND	43.9
163	REED, GEORGEANN	287.000-2-24.1	WESTMORELAND	22.2
164	REGAN, HELEN	273.000-1-48	WESTMORELAND	49.9
165	REYNOLDS, CHRISTOPHER	326.000-1-9.1	WESTMORELAND	48.2

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

166	RICHARDS, FREDOLYN G	314.000-1-48.1	WESTMORELAND	1.2
166	RICHARDS, FREDOLYN G	314.000-1-48.1	WESTMORELAND	26.7
166	RICHARDS, FREDOLYN G	314.000-1-9	WESTMORELAND	7.2
166	RICHARDS, FREDOLYN G	314.000-1-48.1	WESTMORELAND	19.0
166	RICHARDS, FREDOLYN G	314.000-1-9	WESTMORELAND	16.2
166	RICHARDS, FREDOLYN G	314.000-1-9	WESTMORELAND	0.6
166	RICHARDS, FREDOLYN G	314.000-1-9	WESTMORELAND	27.9
166	RICHARDS, FREDOLYN G	302.000-2-9.1	WESTMORELAND	95.0
166	RICHARDS, FREDOLYN G	302.000-1-73.1	WESTMORELAND	10.6
166	RICHARDS, FREDOLYN G	302.000-1-73.1	WESTMORELAND	53.3
166	RICHARDS, FREDOLYN G	302.000-1-73.1	WESTMORELAND	120.5
167	RICHARDS, EDWARD	350.000-2-66.1	NEW HARTFORD	55.1
167	RICHARDS, EDWARD	350.000-2-66.1	NEW HARTFORD	23.1
168	RICHARDSON, ARTHUR & DAWN	287.000-1-43	WESTMORELAND	8.5
168	RICHARDSON, ARTHUR & DAWN	287.000-1-43	WESTMORELAND	37.5
168	RICHARDSON, ARTHUR & DAWN	287.000-1-43	WESTMORELAND	31.5
169	RIPPEY, MACKAY	355.000-2-39.1	KIRKLAND	28.8
170	ROBERTS, FREDERICK	355.000-1-26.1	KIRKLAND	23.5
171	ROBERTS, HELEN	364.000-2-7.1	KIRKLAND	5.1
171	ROBERTS, HELEN	355.000-2-48.2	KIRKLAND	0.7

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

172	ROBERTS, HUGH	355.000-2-31	KIRKLAND	8.3
172	ROBERTS, HUGH	355.000-1-28	KIRKLAND	82.3
172	ROBERTS, HUGH	355.000-2-49.1	KIRKLAND	47.1
173	ROBERTS, KENT	316.000-1-57.1	WHITESTOWN	19.1
173	ROBERTS, KENT	316.000-1-57.1	WHITESTOWN	6.9
174	ROCKWELL, TINA	325.000-1-34	WESTMORELAND	53.3
175	ROLEWICZ, MICHAEL	325.000-1-30	WESTMORELAND	2.1
175	ROLEWICZ, MICHAEL	325.000-1-31	WESTMORELAND	1.4
175	ROLEWICZ, MICHAEL	325.000-1-29	WESTMORELAND	23.6
176	ROOT, ALISON	346.000-1-49	KIRKLAND	24.9
176	ROOT, ALISON	346.000-1-51	KIRKLAND	62.3
176	ROOT, ALISON	346.000-1-60.1	KIRKLAND	2.0
176	ROOT, ALISON	346.000-1-49	KIRKLAND	60.1
177	ROSE CLINTON REALTY, LLC	346.000-1-35	KIRKLAND	13.3
177	ROSE CLINTON REALTY, LLC	356.000-2-9.1	KIRKLAND	51.0
177	ROSE CLINTON REALTY, LLC	347.000-3-30.1	KIRKLAND	65.3
177	ROSE CLINTON REALTY, LLC	347.001-3-31.1	KIRKLAND	2.7
177	ROSE CLINTON REALTY, LLC	347.001-3-31.1	KIRKLAND	9.0
177	ROSE CLINTON REALTY, LLC	346.000-1-37.5	KIRKLAND	29.9
178	ROY, DAVID SR	356.000-1-27.1	KIRKLAND	152.0

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

179	RUBEN, DAVID (4R RANCH & CATTLE CO)	301.000-1-21.13	WESTMORELAND	5.9
180	SAMPSON, JAMES (SAMPSON FARMS LLC	303.000-2-13	WHITESTOWN	4.9
180	SAMPSON, JAMES (SAMPSON FARMS LLC	303.000-2-39.1	WHITESTOWN	65.9
181	SCHIEFERSTINE, DONALD B	287.000-1-21	WESTMORELAND	101.2
181	SCHIEFERSTINE, DONALD B	287.000-1-21	WESTMORELAND	6.2
182	SCHIEFERSTINE, DAVID	287.000-2-11	WESTMORELAND	2.8
183	SCHRAM, LYLE	326.000-1-9.2	WESTMORELAND	6.8
183	SCHRAM, LYLE	326.000-1-10	WESTMORELAND	1.2
183	SCHRAM, LYLE	326.000-1-12.1	WESTMORELAND	41.7
183	SCHRAM, LYLE	326.000-1-12.2	WESTMORELAND	0.6
183	SCHRAM, LYLE	314.000-2-6.1	WESTMORELAND	42.0
184	SEELMAN, JENILE AND ALBERT	313.000-2-11.1	WESTMORELAND	3.0
184	SEELMAN, JENILE AND ALBERT	313.000-2-11.5	WESTMORELAND	6.4
184	SEELMAN, JENILE AND ALBERT	313.000-2-11.7	WESTMORELAND	14.5
185	SEYMOUR, DELOS	327.000-6-40.1	WESTMORELAND	0.9
185	SEYMOUR, DELOS	315.000-1-81.2	WESTMORELAND	17.4
186	SHAHEEN GLORIA A	340.000-3-9	NEW HARTFORD	46.6
187	SHAHEEN, ANTHONY	349.000-1-6	KIRKLAND	2.4
187	SHAHEEN, ANTHONY	349.000-1-6	KIRKLAND	79.3
187	SHAHEEN, ANTHONY	349.000-4-76	NEW HARTFORD	81.2

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

188	SHEETS, JOSEPH & DEBORAH	349.000-4-15.1	NEW HARTFORD	44.5
189	SHERBAN, PAUL ROBERT	348.000-2-37	KIRKLAND	8.0
190	SHERMAN, JAMES R	302.000-1-32	WESTMORELAND	3.5
191	SIBLEY, ROBERT	272.000-1-46.3	WESTMORELAND	26.9
192	SMITH, GARY W	287.000-2-12	WESTMORELAND	8.9
192	SMITH, GARY W	288.000-1-2	WESTMORELAND	23.7
192	SMITH, GARY W	273.000-1-60	WESTMORELAND	67.3
193	SMITH, WILLIAM H	350.000-2-27.2	NEW HARTFORD	45.6
193	SMITH, WILLIAM H	350.000-2-20.1	NEW HARTFORD	27.0
193	SMITH, WILLIAM H	350.000-2-29	NEW HARTFORD	36.2
193	SMITH, WILLIAM H	350.000-2-27.1	NEW HARTFORD	1.3
193	SMITH, WILLIAM H	350.000-2-24	NEW HARTFORD	0.9
193	SMITH, WILLIAM H	350.000-2-25	NEW HARTFORD	33.7
193	SMITH, WILLIAM H	350.000-2-29	NEW HARTFORD	19.9
193	SMITH, WILLIAM H	350.000-2-20.1	NEW HARTFORD	18.6
193	SMITH, WILLIAM H	350.000-2-25	NEW HARTFORD	63.4
193	SMITH, WILLIAM H	350.000-2-18	NEW HARTFORD	26.9
194	SMITH, ALAN C.	313.000-2-43.1	WESTMORELAND	12.9
195	SMITH, JAMES D	358.000-2-1.1	NEW HARTFORD	30.4
195	SMITH, JAMES D	358.000-2-1.1	NEW HARTFORD	45.1

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

196	SMITH, RICHARD	313.000-2-14.2	WESTMORELAND	8.1
197	SMITH, ROYAL O	289.000-1-19	WESTMORELAND	52.6
198	SNELL, BERNARD JR	300.000-1-30.1	WESTMORELAND	99.1
199	SPITLER, JAMES & BETH BENARD	302.000-1-40	WESTMORELAND	1.6
199	SPITLER, JAMES & BETH BENARD	302.000-1-41	WESTMORELAND	31.5
200	SPRING GROVE CONSERVATION PARTNERS LLC	348.000-1-59.1	KIRKLAND	57.1
201	STEIXNER, RICHARD P	301.000-2-60.1	WESTMORELAND	82.3
202	STERLING, NANCY	349.000-1-7	KIRKLAND	23.4
202	STERLING, NANCY	349.000-4-73.4	NEW HARTFORD	30.9
203	STEWART, KENNETH R	274.000-1-8.1	WESTMORELAND	6.8
204	STIEFVATER, JOHN H	364.000-2-24	KIRKLAND	57.0
204	STIEFVATER, JOHN H	355.000-2-24	KIRKLAND	7.5
204	STIEFVATER, JOHN H	355.000-2-24	KIRKLAND	54.8
205	STOCKBRIDGE, JOHN H SR.	355.000-2-27	KIRKLAND	9.3
206	STOREY EDWIN JR	303.000-1-1.1	WESTMORELAND	86.6
206	STOREY EDWIN JR	289.000-2-43	WESTMORELAND	102.7
207	STOREY, WILLIAM H	303.000-2-8.2	WHITESTOWN	49.0
208	STOREY, JOHN W	289.000-2-48	WESTMORELAND	46.2
208	STOREY, JOHN W	289.000-1-68.1	WESTMORELAND	36.4
208	STOREY, JOHN W	289.000-2-48	WESTMORELAND	48.1

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

208	STOREY, JOHN W	289.000-1-44.1	WESTMORELAND	41.2
208	STOREY, JOHN W	289.000-1-44.1	WESTMORELAND	39.2
209	STOREY, RICHARD A	289.000-2-57	WESTMORELAND	18.1
209	STOREY, RICHARD A.	289.000-2-42	WESTMORELAND	0.6
209	STOREY, RICHARD A	289.000-2-40	WESTMORELAND	64.4
209	STOREY, RICHARD A	289.000-2-58	WESTMORELAND	69.3
210	STRICKER, ROBERT F	356.000-1-34	KIRKLAND	13.2
210	STRICKER, ROBERT F	356.000-1-34	KIRKLAND	63.6
210	STRICKER, ROBERT F	355.000-2-22.1	KIRKLAND	74.8
210	STRICKER, ROBERT F	355.000-2-22.1	KIRKLAND	58.9
211	SWEENEY, TIMOTHY	273.000-1-28.7	WESTMORELAND	20.0
211	SWEENEY, TIMOTHY	273.000-1-20.1	WESTMORELAND	39.4
212	SZAREK, BERNARD & DENISE	315.000-1-82.1	WESTMORELAND	10.2
213	SZAREK, FRANCIS	313.000-2-32	WESTMORELAND	36.4
213	SZAREK, FRANCIS J	314.000-2-1.1	WESTMORELAND	68.0
214	TALMA, LOUIS	314.000-1-1	WESTMORELAND	33.2
214	TALMA, LOUIS	301.000-2-27.2	WESTMORELAND	1.3
214	TALMA, LOUIS	302.000-2-53	WESTMORELAND	15.6
214	TALMA, LOUIS	301.000-2-27.2	WESTMORELAND	84.0
214	TALMA, LOUIS	314.000-1-1	WESTMORELAND	136.7

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

214	TALMA, LOUIS	301.000-2-25.9	WESTMORELAND	38.9
214	TALMA, LOUIS	301.000-2-18	WESTMORELAND	35.4
215	THOMAS IRREVOCABLE TRUST (RICHARD THOMAS)	349.000-4-1	NEW HARTFORD	21.1
215	THOMAS IRREVOCABLE TRUST (RICHARD THOMAS)	349.000-4-2	NEW HARTFORD	102.0
216	THOMAS, RICHARD W JR	349.000-4-3.1	NEW HARTFORD	14.9
216	THOMAS, RICHARD W	349.000-4-81	NEW HARTFORD	0.9
216	THOMAS, RICHARD W	349.000-4-82	NEW HARTFORD	4.4
217	THOMAS, ROBERT	349.000-1-1	KIRKLAND	21.4
218	THORP, JEFFERY	325.000-1-9.1	WESTMORELAND	14.8
219	THRASHER, DONNA & PIELOCH, D	303.000-2-2	WHITESTOWN	117.0
220	TIBBITTS, DOROTHY	339.000-1-19	NEW HARTFORD	115.5
221	TIERNEY, JOSPEH & BARBARA	273.000-1-57	WESTMORELAND	2.8
221	TIERNEY, JOSPEH & BARBARA	289.000-2-37	WESTMORELAND	1.2
221	TIERNEY, JOSPEH & BARBARA	289.000-2-64.1	WESTMORELAND	0.0
221	TIERNEY, JOSPEH & BARBARA	289.000-2-64.1	WESTMORELAND	4.9
221	TIERNEY, JOSPEH & BARBARA	289.000-2-64.1	WESTMORELAND	26.6
222	TORCHIA, EUGENE R	356.000-2-2.1	KIRKLAND	21.5
223	TORIO, RITA M	357.000-4-18	KIRKLAND	44.1
224	TROST IRREVOCABLE TRUST (PHYLLIS TROST)	345.000-1-3	KIRKLAND	46.9
224	TROST IRREVOCABLE TRUST (PHYLLIS TROST)	345.000-1-3	KIRKLAND	13.2

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

225	VAILL, MILTON	325.000-1-9.2	WESTMORELAND	71.1
225	VAILL, MILTON	325.000-1-9.2	WESTMORELAND	91.3
225	VAILL, MILTON	325.000-1-20	WESTMORELAND	60.1
225	VAILL, MILTON	325.000-1-9.2	WESTMORELAND	34.8
225	VAILL, MILTON	325.000-1-1.2	WESTMORELAND	126.6
225	VAILL, MILTON	313.000-1-8.2	WESTMORELAND	31.5
226	VANGURA VINCENT	338.000-2-45	KIRKLAND	62.7
227	VECHTEN, ARTHUR VAN	272.000-1-27	WESTMORELAND	89.3
227	VECHTEN, ARTHUR VAN	272.000-1-27	WESTMORELAND	51.8
228	WAGNER, RICHARD A	346.000-1-61	KIRKLAND	30.0
229	WALDAS, HOWARD	313.000-1-48.1	WESTMORELAND	38.6
229	WALDAS, HOWARD	313.000-2-48.5	WESTMORELAND	2.1
229	WALDAS, HOWARD	313.000-1-16	WESTMORELAND	11.2
229	WALDAS, HOWARD	313.000-1-16	WESTMORELAND	25.5
229	WALDAS, HOWARD	313.000-1-14.2	WESTMORELAND	6.5
229	WALDAS, HOWARD	313.000-1-48.2	WESTMORELAND	1.0
230	WANDA, JOHN AND JOYCE	288.000-2-46.1	WESTMORELAND	99.2
230	WANDA, JOHN AND JOYCE	288.000-2-46.1	WESTMORELAND	3.7
230	WANDA, JOHN AND JOYCE	288.000-2-46.1	WESTMORELAND	68.8
231	WEAVER, CHESTER	355.000-2-37	KIRKLAND	41.2

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

231	WEAVER, CHESTER	355.000-2-37	KIRKLAND	47.6
231	WEAVER, CHESTER	355.000-2-44	KIRKLAND	36.5
231	WEAVER, CHESTER	355.000-2-44	KIRKLAND	12.7
231	WEAVER, CHESTER	355.000-2-18	KIRKLAND	4.3
231	WEAVER, CHESTER	355.000-2-13.2	KIRKLAND	45.2
231	WEAVER, CHESTER	355.000-2-13.2	KIRKLAND	37.8
231	WEAVER, CHESTER	355.000-2-18	KIRKLAND	9.8
231	WEAVER, CHESTER	355.000-2-18	KIRKLAND	3.2
231	WEAVER, CHESTER	355.000-2-11.2	KIRKLAND	8.6
231	WEAVER, CHESTER	355.000-2-11.2	KIRKLAND	33.6
231	WEAVER, CHESTER	355.000-2-10	KIRKLAND	17.5
232	WELYTOK, MARK	301.000-2-5.6	WESTMORELAND	43.6
233	WHITE, FRANCIS	289.000-2-56	WESTMORELAND	2.4
234	WIGHTMAN, STEVEN	326.000-2-75.1	WESTMORELAND	37.2
234	WIGHTMAN, STEVEN	326.000-2-78.1	WESTMORELAND	74.5
234	WIGHTMAN, STEVEN	326.000-2-75.1	WESTMORELAND	46.9
234	WIGHTMAN, STEVEN	326.000-2-76	WESTMORELAND	40.7
235	WILCOX FARMS	350.000-2-67.1	NEW HARTFORD	38.4
235	WILCOX FARMS	350.000-2-67.1	NEW HARTFORD	43.6
236	WILCOX LIVING TRUST	350.000-1-9	NEW HARTFORD	1.0

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

237	WILLIAMSON, JAY & SARAH	325.000-1-21.1	WESTMORELAND	28.4
238	WILLIAMSON, TERRY & GAIL	289.000-2-23.1	WESTMORELAND	32.9
240	WRIGHT, ALICE	314.000-1-2	WESTMORELAND	29.2
240	WRIGHT, ALICE	314.000-1-2	WESTMORELAND	31.1
240	WRIGHT, ALICE	314.000-1-2	WESTMORELAND	4.4
240	WRIGHT, ALICE	314.000-1-2	WESTMORELAND	9.9
240	WRIGHT, ALICE	314.000-1-2	WESTMORELAND	26.9
240	WRIGHT, ALICE	314.000-1-2	WESTMORELAND	37.5
241	YORK, MAHLON A	338.000-2-32.1	KIRKLAND	57.0
241	YORK, MAHLON A	338.000-2-17	KIRKLAND	1.1
241	YORK, MAHLON A	338.000-2-14.2	KIRKLAND	33.1
242	HUTHER, RUSSELL & JOANN	288.000-2-44.2	WESTMORELAND	10.2
243	ZEGIBE, HERBERT	340.000-4-12.1	NEW HARTFORD	24.5
244	ZOMBEEK, STANLEY	363.000-3-2	KIRKLAND	51.5
245	ZOMBEEK, SHARON & STEPHEN	363.000-3-1	KIRKLAND	48.8
245	ZOMBEEK, SHARON & STEPHEN	354.000-2-7	KIRKLAND	3.5
246	ZWEIFEL, FREDOLYN	355.000-2-20	KIRKLAND	0.2
246	ZWEIFEL, FREDOLYN	355.000-2-20	KIRKLAND	133.4
246	ZWEIFEL, FREDOLYN	337.000-2-44	KIRKLAND	34.1
246	ZWEIFEL, FREDOLYN	337.000-2-47.1	KIRKLAND	21.4

ONEIDA COUNTY AGRICULTURAL DISTRICT #5 2014 RENEWAL

246	ZWEIFEL, FREDOLYN	337.000-2-47.1	KIRKLAND	2.0
246	ZWEIFEL, FREDOLYN	346.000-1-34.3	KIRKLAND	5.6
246	ZWEIFEL, FREDOLYN	346.000-1-37.6	KIRKLAND	34.9
247	TURNER, HAROLD R	364.000-2-7.6	KIRKLAND	60.3
248	WEGRZYN, JOSEPH	338.000-2-8.1	KIRKLAND	81.3
			TOTAL ACRES	20867.9

New York State
 Department of Agriculture and Markets
 AGRICULTURAL DISTRICT REVIEW PROFILE

DISTRICT IDENTIFICATION

County: Oneida			District No.: 5	
Town(s) in District: Kirkland, New Hartford, Westmoreland and Whitestown				
No. acres in district: 20,867.9	No. acres in farms: 20,867.6	No. acres cropped: 14607.5	No. acres owned by farmers: 12,312.1	No. acres rented by farmers: 8,555.8

AGRICULTURAL DATA ANALYSIS

A.	Since last review, number of acres in District	20,091.7	Added: <u>776.2</u>	Deleted: <u>21.7</u>
B.	Since last review, number of acres in farms	20,091.7	increased: <u>776.2</u>	Decreased: <u>21.7</u>

¹ Number of acres in farms represents the sum of acres owned by farmers and rented by farmers

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Oneida County Agricultural District #5			
Project Location (describe, and attach a location map): Towns of Kirkland, New Hartford, Westmoreland, and Whitestown			
Brief Description of Proposed Action: The eight-year review of NYS Agricultural District #5 for Oneida County			
Name of Applicant or Sponsor: Oneida County Board of Legislators		Telephone: (315) 798-5900	
		E-Mail: pparry@ocgov.net	
Address: 800 Park Avenue			
City/PO: Utica		State: NY	Zip Code: 13501
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: NYS Department of Agriculture and Markets			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 20,867.9 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Gerald J. Fiorini</u>		Date: <u>June 11, 2014</u>
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Oneida County Board of Legislators	June 11, 2014
_____ Name of Lead Agency	_____ Date
Gerald J. Fiorini	Chairman
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT

**ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT FOR
ONEIDA COUNTY AGRICULTURAL DISTRICT #5
TOWNS OF KIRKLAND, NEW HARTFORD, WESTMORELAND & WHITESTOWN
MAY 2014 (REVISED JULY 2014)**

1. INTRODUCTION

This report presents the findings of the Oneida County Agricultural and Farmland Protection Board's 2014, eight year review and final recommendations to the County Legislature for Agricultural District #5 in Oneida County in the Towns of Kirkland, New Hartford, Westmoreland, and Whitestown.

2. DISTRICT REVIEW

2.1 Consideration of Review Factors

Section 303-a of Article 25AA of the New York State Agriculture and Markets Law lists the factors that the Oneida County Agricultural and Farmland Protection Board (FPB) must consider when reviewing an agricultural district. The following text represents the results of the review of these factors as they relate to the review of Oneida County Agricultural District #5.

2.1.1 The nature and status of farming and farm resources within such district, including the total number of acres of land and the total number of acres of land in farm operations in the district

The majority of farmland in District #5 is related to dairy operations. This district also has a significant amount of cropland.

The 2012 modifications to District #5 would add nearly 780 acres to the district and increase the size of the district to 20,867.9 acres. The increase may be attributed to the Farmland Protection Board's efforts to identify potential properties and sending letters to the landowners notifying them of their eligibility and the benefits of being in an Agricultural District and also to an increase in general landowner awareness of the benefits of having their property within an Agricultural District.

NOTE: The 2014 modifications to District #5 include properties added under Section 303-b of Article 25AA since 2006, including those added earlier in the year.

2.1.2 The extent to which the district has achieved its original objectives

Farming continues to be the predominant land use in the Towns of Kirkland and Westmoreland. The Town of New Hartford while experiencing a significant level of residential development continues to have a substantial level of agricultural activity in the southern portion of the town. The Town of Whitestown does not have a significant amount of land in agricultural production. Threats to continued agricultural production include an increase in residential development along rural roads and low prices for milk and other agricultural products. These factors have lead to an overall decline in the amount of capital investment farmers have put into their operations over the past several years.

2.1.3 The extent to which county and local comprehensive plans, policies, and objectives are consistent with and support the district

County Policies

The county adopted a Farmland Protection Plan in 2000. The following three main objectives were outlined the plan: 1) Agricultural Economic Development- foster an economic climate that supports and promotes the retention and expansion of agricultural businesses within the county; 2) Ag Awareness/Ag Promotion- educate consumers as to the importance of agriculture in today's society, encourage agricultural producers to explore more direct marketing methods and alternative enterprises; and 3) Farmland Protection- to make government, primarily at the town and county level, more sensitive to the needs of agriculture. The county is putting an application together to apply for funding to aid in updating the 2000 Farmland Protection Plan.

In related efforts, the County adopted a right-to-farm law in January 1998. The County has also hired an agricultural economic development specialist whose efforts has helped existing farmers stay in business and enable retiring farmers to sell their land to buyers who will continue to farm the land.

Oneida County does not have a comprehensive plan.

Local Policies

Town of Kirkland

The Town of Kirkland adopted a general plan in 1993. Kirkland's plan notes the importance of agriculture in the town and recommends that the town consider implementing a program that would provide some property tax relief for landowners who make a long-term commitment to agricultural use.

Town of New Hartford

The Town of New Hartford adopted an updated comprehensive plan in 2007. The plan notes that there is a substantial level of agricultural activity in the southern portion of the town even though this area has seen a fair amount of residential development over the past several years. The plan also notes that agricultural production should be encouraged on the town's prime agricultural lands. Finally the plan indicates that residential development should only occur where adequate infrastructure exists to discourage sprawl.

While the 2007 plan is currently in effect, the town has developed an updated draft comprehensive plan. It is anticipated that the new plan will be in effect soon after the district is certified. The 2013 plan has the same goal for agriculture that was identified in the 2007 plan.

Town of Westmoreland

The Town of Westmoreland adopted an updated comprehensive plan in 2009. A significant amount of the plan addresses the importance of agriculture in the town. The plan recommends the development of an Open Space Preservation Program. Phase 1 of the program would include an inventory of farmland and open spaces. Phase 2 of the program would be the development of a long-term funding mechanism for farmland and open space conservation. The possible long-term solutions identified in the plan include: establish a Purchase of Development Rights (PDR) program, a Transfer of Development Rights (TDR) program, outright acquisition of properties, and conservation easements, or a combination of these possibilities. The plan also encourages the support of the New York State Agriculture Districts program, the county's Right-to-Farm Law, and community education on the importance of agriculture to the town.

Town of Whitestown

The Town of Whitestown adopted an updated comprehensive plan in 1997. The plan states that one of the town's objectives is to "encourage development which is sensitive to agricultural preservation, floodplains, wetlands, steep slopes, and other critical areas". The plan also states that while agriculture was historically a significant use in Whitestown this has changed over the past several years, with a large percentage of agricultural lands developed for residential development. Finally the plan states that proper management of lands in agriculture should be encouraged and implemented to insure high water quality and to lessen soil loss and threat of flooding.

In summary all of the town's in District #5 have a comprehensive plan in place and all of the plans note the importance of agriculture within their town, especially the towns of Westmoreland and Kirkland.

2.1.4 The degree of coordination between local laws, ordinances, rules and regulations that apply to farm operations in such district and their influence on farming.

Town of Kirkland

The Town of Kirkland has zoning regulations in effect. Lands within District #5 are zoned Rural-Residential (R-R) with an Agriculture Conservation Overlay (A-C) District. The objective of the A-C District is to “maintain active farming areas while providing for limited low-density housing development oriented to farm uses.” The zoning regulations also note the purpose of the A-C District is to “promote and protect agriculture as a viable industry in the Town of Kirkland.” Proposed development must comply with New York State Agriculture and Markets Law and is required to go through the site plan review and approval process. The objective of the R-R District is to maintain active farming areas while providing for low to moderate-density housing development. The goal is to maintain farmland, open spaces and the general rural character of these areas of the Town. Agriculture and farms are permitted by right uses within the R-R District.

Town of New Hartford

The Town of New Hartford has zoning regulations in effect. Lands within District #5 are zoned primarily Agricultural (A) which reflects the recommendation of the town’s comprehensive plan. The purpose of the A District is to recognize and preserve the agricultural and open space character by limiting the type, density, and form of development. The A District allows agricultural uses such as farms, nurseries, greenhouses, and dwellings for farm employees as permitted by right uses.

In addition to the A District, some areas within District #5 are zoned Residential-Agricultural (RA-1 or RA-2). The R-A Districts are identified as transitional districts between the agricultural areas to the south and the more developed residential areas to the north. Both the RA-1 and the RA-2 District allow farms as permitted by right uses. There are also a few parcels within District #5 that are zoned Low Density Residential (LDR). Agriculture is not identified as a permitted use within the LDR District. Subsequently agricultural uses within the LDR Districts are non-conforming uses.

It was previously noted that the Town of New Hartford is looking to adopt an updated comprehensive plan. The town is concurrently looking to adopt updated zoning regulations. As with the current zoning, the majority of the lands within district #5 will be zoned Agricultural (A) with other areas zoned Residential-Agricultural (R-A). Under the proposed zoning agriculture is a permitted by right use within both the A and R-A districts.

Town of Westmoreland

The Town of Westmoreland has zoning regulations in effect. The majority of lands within District #5 are zoned One Family Residential (R-3). This is due to the fact that in 2010 the town decided to eliminate the Agricultural (A) zoning district. Customary agricultural operations (those identified with New York Agriculture and Markets Law) are a permitted by right use within the R-3 District with the stipulation that manure storage must be more than 100' from property lines. In addition, the R-3 District allows riding stables with a Special Use Permit from the Zoning Board of Appeals and riding academies with a permit from the town board.

There are also lands within District #5 that are zoned R-2 and R-4 Residential. The R-4 District (One Family Residential [Mobile Homes]) allows agricultural uses under the same conditions as the R-3 District does. The R-2 District also allows agricultural uses but there are numerous requirements that must be met. Those requirements include that manure storage must be more than 25' from property lines and any building where farm animals or poultry are kept must be located more than 25' from side or rear lot lines.

The zoning regulations also have provisions relating to the number of animal units allowed. For example, within the R-2 District one animal unit (or the equivalent) is allowed for every 40,000 square feet of open or unused land. Animal units are not allowed on lots with less than 40,000 square feet. In addition, the zoning regulations specify that property within a New York State Certified Agricultural District that did not have animal husbandry or livestock operations at the time the zoning was adopted and that desires to add more than five (5) animal units must go through the site plan review process. This provision may be in conflict with the New York State Agricultural Districts Law.

Town of Whitestown

The Town of Whitestown has zoning regulations in effect. Lands within District #5 are zoned primarily R-200. The R-200 District allows farms as a permitted principal use. Other lands are zoned R-100 which also allows farms as permitted principal uses. Contrary to the town's recommendations set forth within the comprehensive plan, the zoning regulations provide little protection to agricultural uses.

3. RECOMMENDATION TO CONTINUE, TERMINATE, OR MODIFY DISTRICT

The Oneida County Agricultural & Farmland Protection Board recommends that Agricultural District #5 be modified to include the 248 landowners and 20,867.9 acres of farmland shown on the attached list. It is further recommended that the Oneida County Board of Legislators renew the district, as modified, for an additional eight-year period, and forward the modified district to the NYS Commissioner of Agriculture and Markets for approval and recertification.

**ONEIDA COUNTY AGRICULTURAL DISTRICT #5
KIRKLAND-NEW HARTFORD-WESTMORELAND-WHITESTOWN
GENERAL DESCRIPTION OF DISTRICT
MAY 2014**

The Town Lines of Augusta, Vernon, and Verona form the western boundary for OC-5. The eastern boundaries are the Marcy Town Line, the Utica City Line, and the Herkimer County Line. The northern boundaries are the Rome City and Floyd Town Lines. The Town Lines of Marshall and Paris form the southern boundary.



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Paul Snider ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale
Brian Mandryck ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Clifford Kitchen

Farmland Protection Board Minutes June 24, 2014

Present: Brymer Humphreys, Mike Cosgrove, Paul Snider, Kathy Pilbeam, Clifford Kitchen, Brian Mandryck, Tom Cassidy, George Gafner, Chris Burtch, Marty Broccoli and Remi Link.

Guests: Kevin Lewis and Marlene Pilbeam

Meeting was called to order by Humphreys at 7:00 PM

Motion to approve April minutes by Cosgrove. Second by Cassidy. Motion carried.

2014 Open Enrollment: The Board of Legislators approved the new applications at the June board meeting. It has been transferred to Albany for the commissioner's final certification.

✂ **Ag District No. 5:** A letter was mailed to Mr. Witoshynsky for more information on his application. No reply was received. The application is not approved at this time. Applications in question of ownership were verified. There are no new applications to review.

Farmland Protection Plan Update: Caroline Williams and Guy Sassaman have been working on the preliminary budget. Caroline will forward to Ag & Markets for comments. We expect to have the final application ready by the beginning of August in hopes that the RFP comes out then or shortly thereafter.

Farmland Protection Implementation Grant (FPIG): Ag & Markets has recently made an announcement for round 13 of the FPIG. We have notified the applicants that went through the vetting process four years ago when we began exploring this. There are significant changes to the grant. Contact information was provided for the land trust Tug Hill Tomorrow as they would be considered a qualified applicant. Tug Hill Tomorrow will be working with three applicants and has requested a letter of support from the board. Lewis and Cassidy discussed identifying areas in the county that would be suitable for this type of farmland protection and suggested that it be incorporated into the revised Farmland Protection Plan. Applicants should go through the vetting process before a letter of recommendation is given by the board.

Motion to provide letters of support for the three applicants by Broccoli. Second by Cosgrove. Motion carried.

Ag District 6 & 7: Sassaman drafted a letter to the commissioner of Ag & Markets to request a one year extension for District No. 7. The letter was reviewed by the board.

Motion by Kitchen to approve the letter of request for District No. 7. Second by Cosgrove. Motion carried.

Next steps will be to submit the letter to the Board of Legislators for a resolution to approve the change in the anniversary date. Link will send the signed letter to Sassaman.

PUBLIC HEARING on Ag District No. 5

Floor was opened by Humphreys at 7:30PM

Attendees were M. Pilbeam and K. Lewis.

Link presented the map of Ag District No. 5 including the towns of Kirkland, New Hartford, Westmoreland and Whitestown. The board was presented the narrative along with the list of properties owners.

There were no comments from the floor.

Motion to close the public hearing by Snider. Second by Gafner. Motion Carried.

Motion to approve Ag District No. 5 as submitted by Kitchen. Second by Cosgrove. Motion carried

Link will complete the profile of the district; send the information to the planning department to be forwarded to the Board of Legislators for approval.

Meeting was adjourned at 8:00 PM.

Next meeting TBA

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

July 14, 2014

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

FN 20 14-268 **RECEIVED**
PUBLIC WORKS JUL 16 2014
County Executive's Office
WAYS & MEANS

Dear County Executive Picente,

I request a board transfer to cover the cost of maintaining Buildings & Grounds vehicles & equipment.

Additional funding is required to repair a fork lift for the Oneida County Office Building. Repairs include Replacement of spark plugs, tune up, radiator flush, oil system flush, and transmission fluids, 200 point inspection, tires, and paint. We also will require our current snow and ice control fleet to be inspected and repaired before the fall/winter seasons. Funding for the 1620.452 account is nearly depleted; therefore I am requesting transfer of \$9,800 from appropriation account 1620.413 to appropriation account 1620.452

If you approve, please forward this request to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis".

Dennis S. Davis
Commissioner

cc: Thomas B. Keeler, Budget Director
Mark E. Laramie, PE, Deputy Commissioner



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

Anthony J. Picente, Jr.
County Executive
Date 7/21/14



July 3, 2014

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

FN 20 14269

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Oneida County has been notified of the successful proposal for a grant award for funding to support a new initiative by the NYS Office of Indigent Legal Services (OILS). This grant award is for the "Upstate Quality Improvement and Caseload Reduction Grant." Funds will provide services through two Oneida County departments including the Public Defender-Criminal, and Public Defender-Civil.

This grant award is for a period of three years, beginning January 1, 2014 through December 31, 2016. Funding is \$99,843 for each of the three-years, with a total grant award of \$299,529. There are no County Match dollars required.

At this time, I respectfully request your approval of this award, and if you agree, please forward to the Board of Legislators for action at the next regularly scheduled meeting.

Thank you for your consideration.

Very truly yours,

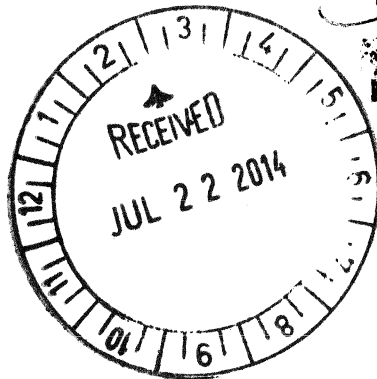
Thomas B. Keeler
Budget Director

Encl.

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

Anthony J. Picente, Jr.
County Executive

Date 7/2/14



Oneida Co. Department: Budget

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

NYS Office of Indigent Legal Services
State Capitol Building, Room 128
State Street
Albany, New York 12224

Title of Activity or Service:

Indigent Defense Services

Proposed Dates of Operation:

January 1, 2014 to December 31, 2016

Client Population/Number to be Served:

Oneida County residents

Summary Statements

1) Narrative Description of Proposed Services

This three-year award is granted for support for a new program initiative entitled "Upstate Quality Improvement and Caseload Reduction" in this state-mandated plan to provide legal representation for indigent parties.

2) Program/Service Objectives and Outcomes:

Funds will be distributed to the Public Defender offices (Criminal and Civil) to support staff and training.

3) Program Design and Staffing: N/A

Total Funding Requested: \$299,529.00

Account # AA1170, AA1173

Oneida County Dept. Funding Recommendation: \$299,529.00

Proposed Funding Sources (Federal \$/ State \$/County \$): Both State and County. The County was awarded the above state support for this new initiative through the award of a three-year demonstration grant. There is no match requirement.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services State Capitol Building, Room 128 State Street Albany, New York 12224</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C000630</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Upstate Quality Improvement and Caseload Reduction</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595</p> <p>Federal Tax ID Number: 15-6000460</p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 Park Avenue Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 300100000000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2014 To: December 31, 2016</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$299,529.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
--	---

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program-Specific Terms and Conditions
 A-2 Federally Funded Grants

- Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan

- Attachment D: Payment and Reporting Schedule

- Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

By: _____

Printed Name

William J. Leahy
Printed Name

Title: _____

Title: Director

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: C000630

Page 1 of 1

Master Contract for Grants, Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application.

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provision of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior 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 the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 setoff pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master 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 any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to

reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

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 applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) **Quarterly Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

Contract Number: # C000630

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. 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 or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors 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 or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, 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 or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission 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 the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. 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.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may 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:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) 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, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall 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-S08005, 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 shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of NonResponsibility at any time during the term of the Master Contract based on:
 - a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION GRANT

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
State Capitol Building, Room 128
State Street
Albany, New York 12224

Notification to County:

Thomas B. Keeler
Oneida County Budget Director
800 Park Avenue
Utica, New York 13501
(315) 798-5805
tkeeler@ocgov.net

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, or state funds, including any funds distributed by the Office of Indigent Legal Services, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B

BUDGET

**Office of Indigent Legal Services
UPSTATE QUALITY IMPROVEMENT
AND CASELOAD REDUCTION
January 1, 2014 - December 31, 2016**

COUNTY OF ONEIDA

Total Contract Amount: \$299,529.00

Item	Year 1	Year 2	Year 3
Personnel:			
> Social Worker (MSW, Certified Alcohol and Substance Abuse Counselor, M35-Step 1, FT)	\$45,329.00	\$47,008.00	\$48,501.00
> Confidential Investigator (W23-Step 1)	\$29,079.00	\$30,251.00	\$31,343.00
Subtotal Personnel	\$74,408.00	\$77,259.00	\$79,844.00
Fringe Benefits @ 25%	\$18,602.00	\$19,315.00	\$19,961.00
Total Personnel	\$93,010.00	\$96,574.00	\$99,805.00
OTPS:			
> Office furniture, equipment and technology for new employees	\$2,990.00	\$500.00	\$0.00
> Translators and transcripts	\$1,500.00	\$1,500.00	\$1,500.00
> Miscellaneous (office supplies, phones, printing, postage)	\$717.00	\$717.00	\$716.00
Subtotal OTPS	\$5,207.00	\$2,717.00	\$2,216.00
TOTAL	\$98,217.00	\$99,291.00	\$102,021.00

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

**UPSTATE QUALITY IMPROVEMENT
AND CASELOAD REDUCTION**

JANUARY 1, 2014 – DECEMBER 31, 2016

COUNTY OF ONEIDA

Goal: To improve the quality of mandated indigent legal representation and/or to reduce excessive caseloads in indigent legal service provider program(s).

Task #1

Hire a Social Worker to coordinate client referral to treatment and alternative programs, assist in monitoring of client progress in treatment, prepare psycho/social evaluations for attorneys, and otherwise provide a single point of entry to facilitate clients' entry into the appropriate problem solving courts.

Performance Measure:

- Number of cases in which a social worker was engaged
- Impact on course and outcome of cases in which a social worker was engaged
- Increased client access to attorney and needed services before and after the start of a trial or hearing
- Percentage of clients who secure diversionary dispositions, allowing them to receive rehabilitative services or other alternatives to incarceration

Program Location:

- Various offices of the Public Defender, jail settings and court houses

Task #2

Hire one full-time Confidential Investigator to assist attorneys with critical information to serve as the basis for the appropriate course of action in the representation of clients.

Performance Measure:

- Reduction in case turnaround time
- Number of cases in which investigative services were utilized
- Impact on outcome of cases in which investigative services were utilized

Program Location:

- Office of the Public Defender, Oneida County

Task #3

Provide access for full-time staff of the Public Defender's Office (Civil) to professionally qualified translation services.

Performance Measure:

- Number of cases in which translation services were utilized
- Impact on outcome of cases in which translation services were utilized
- More effective and efficient communication with clients

Program Location:

- Office of the Public Defender, Oneida County

Task #4

Collect and report data annually, in statistical and narrative form, to measure the impact of the Upstate Caseload Reduction and Quality Improvement project, and analyze and evaluate project outcomes.

Performance Measure:

- Provide a detailed narrative description of successes achieved, obstacles encountered during implementation of the program, and efforts to overcome those obstacles. If applicable, the description should describe how and why the program as implemented differed from the program as originally proposed.
- Collect and report data consistent with the manner of collecting and reporting data described by Contractor in its grant proposal, particularly as it relates to questions #8, #9, #10 and #11 in section B ("Data Collection, Performance Measurement and Evaluation") of Part II ("Proposal Narrative") of the RFP, to show whether or not the plan has been successfully implemented, and whether or not changes to the quality of representation provided to clients have occurred.

- Demonstrate efforts to assure that the data collected are of the highest possible quality, including describing the specific data protocol employed.
- Report in aggregate form statistical data collected for periods prior to the implementation of the program, to the extent possible, and provide such reports annually thereafter.

Program Location:

- Office of the Public Defender, Oneida County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

**UPSTATE QUALITY IMPROVEMENT
AND CASELOAD REDUCTION**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

- 1st Quarter: January 1st – March 31st
- 2nd Quarter: April 1st – June 30th
- 3rd Quarter: July 1st – September 30th
- 4th Quarter: October 1st – December 31st

Contract Number: C000630 (Upstate Quality Improvement and Caseload Reduction Grant)

- Monthly Reimbursement**
Due Date: _____
- Biannual Reimbursement**
Due Date: _____
- Fee for Service Reimbursement**
Due Date: _____
- Rate Based Reimbursement**
Due Date: _____
- Fifth Quarter Reimbursement**
Due Date: _____
- Milestone/Performance Reimbursement**
Due Date: _____
- Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
<p align="center">#1</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">First year of grant</p> <p><i>(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)</i></p>	<p align="center">90 days following end of first year</p>
<p align="center">#2</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Second year of grant</p> <p><i>(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)</i></p>	<p align="center">90 days following end of second year</p>
<p align="center">#3</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Third year of grant</p> <p><i>(Refer to Attachment C, Work Plan, for descriptions of what data will be collected and how data will be collected for annual progress reports.)</i></p>	<p align="center">90 days following end of third year</p>

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Mark Joseph
Holly Matthews
Paula Mrzlikar

July 11, 2014

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

FN 20 14-270

PUBLIC SAFETY

WAYS & MEANS

Re: Rome Safe Schools/Healthy Students Project

Dear Mr. Picente:

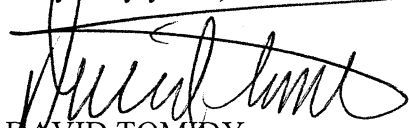
Enclosed is an Agreement between the Probation Department and the Rome City School District wherein the school district reimburses the County for 50% of salaries, fringe benefits, and travel expenses for two full-time Probation Officers.

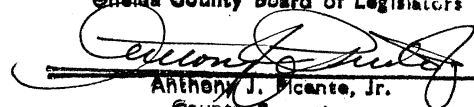
These Officers provide Initial Response Team services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward to the Board of Legislators for their approval.

The Board and Your support of our programming continue 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 7/29/14



DT:kas

Enclosures: Contract, Contract Summary Sheet, Tracking Sheet, and Budget

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: Rome Safe Schools/Healthy Students Project

Proposed Dates of Operation: 7/1/2014 to 6/30/2015

Client Population/Number to be served:

Summary Statements:

Narrative Description of Proposed Services: The Oneida County Probation Department provides Initial Response Team (IRT) services to the Rome City School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.

- 1) Program/Service Objectives and Outcomes: This program is designed to reach 200 students and adjust 80% of those problems without formal Court intervention. In 2013 we worked with 222 cases and diverted 83%.
- 2) Program Design and Staffing: Two full-time Probation Officers are employed full-time at Strough Junior High School, RFA, and Madison-Oneida Alternative Education buildings. They also work in selected elementary schools as needed.
- 3) Total Funding Requested:

Rome City School District	\$60,269.16
Oneida County	\$60,269.17

Oneida County Department Funding Recommendation: Salaries, Fringe Benefits, and Travel are included in our 2014 Budget and we receive further reimbursement from the Oneida County Youth Bureau and the NYS Office of Probation and Correctional Alternatives reducing the County share to \$50,612 in 2014.

Cost Per Client Served: In 2013 the cost per client served totaled \$596.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past six years.

O.C. Department Staff Comments: The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Rome City School District and parents to help students make positive changes.

Agreement between Oneida County through its Probation Department and Rome City School District

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501, hereinafter referred to as "Probation Department", and ROME CITY SCHOOL DISTRICT, with its principal offices located at 409 Bell Road, Rome, New York 13440, hereinafter referred to as the "School District."

WITNESSETH

WHEREAS, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibit behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department's IRT services to assist its students in the Rome Free Academy, Strough Middle School, and Madison-Oneida BOCES Alternative Education sites; and

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

1. **TERM:**

- a. This AGREEMENT shall be effective from July 1, 2014 until June 30, 2015, unless earlier terminated as provided hereafter.

2. **SCOPE OF SERVICES:**

- a. The Probation Department will provide the School District with Initial Response Team efforts and other support services, which shall include the following:
 - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
 - ii. Assist School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
 - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
 - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
 - v. Assisting in the coordination and scheduling of IRT meetings;
 - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
 - A. Interpreting conditions of the IRT agreement;
 - B. Supervising students to determine whether such students comply with the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;
 - C. Counseling and assisting students, in the school setting, with problems relating to compliance;

- D. Monitoring students' behavior at home, in school, and in the community;
 - E. Preparing progress reports on persons under probation supervision;
 - F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest.
- vii. Other Support Services may include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.
- d. The Probation Department will provide two (2) full-time Probation Officers, who will provide the above-described services at the Rome Free Academy, Strough Middle School, and Madison-Oneida BOCES Alternative Education sites.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$60,269.17 for conducting IRT services described above. Salary, fringe benefits, and related travel shall be included in the \$60,267.17 amount.
- b. Reimbursement for IRT services shall be made by the Probation Department's submission of a voucher to the School District, according to the School District's regular policy for payment of its vendors.

4. INDEPENDENT CONTRACOR STATUS:

- a. Both the County and the School District intend that the Probation Officers' status be that of independent contractors, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officers assigned under this Agreement shall remain County employees for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officers shall not be considered employees of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- c. The assignment of particular Probation Officers remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to being re-assigned and replaced based on the needs and policies of the Probation Department.

5. TERMINATION:

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

6. INDEMNIFICATION:

a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

7. NOTIFICATIONS:

a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

8. AMENDMENT:

a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROBATION DEPARTMENT

DATE: 7/10/14

BY: David Tomidy

David Tomidy
Director of Probation

ROME CITY SCHOOL DISTRICT

DATE: 7/7/14

BY: Jeffrey P. Simons

Print Name: Jeffrey P. Simons

Title: Superintendent of Schools

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY

BY _____

Raymond Bara
Asst. Oneida County Attorney

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Mark Joseph
Holly Matthews
Paula Mrzlikar

July 11, 2014

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

FN 20 14-271

PUBLIC SAFETY WAYS & MEANS

Re: Waterville Central School/IRT Program

Dear Mr. Picente:

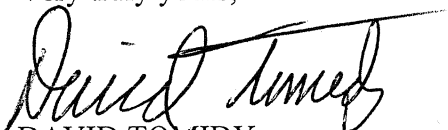
Enclosed is an Agreement between the Probation Department and the Waterville Central School District wherein the school district reimburses the County for 50% of salary, fringe benefits, and travel expenses for one full-time Probation Officer.

This Officer provides Initial Response Team services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

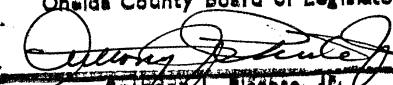
I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward to the Board of Legislators for their approval.

The Board and Your support of our programming continue 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 7/29/14

DT:kas

Enclosures: Contract, Contract Summary Sheet, Tracking Sheet, and Budget

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: Waterville Central School/IRT Program

Proposed Dates of Operation: 7/1/2014 to 6/30/2015

Client Population/Number to be served:

Summary Statements:

Narrative Description of Proposed Services: The Oneida County Probation Department provides Initial Response Team (IRT) services to the Waterville Central School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.

- 1) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those problems without formal Court intervention. In 2013 we worked with 211 cases and diverted 83%.
- 2) **Program Design and Staffing:** One full-time Probation Officer is employed full-time at Junior High and High School buildings. He also works in the elementary school as needed.
- 3) **Total Funding Requested:**

Waterville Central School District	\$33,471.30
Oneida County	\$33,471.31

Oneida County Department Funding Recommendation: Salaries, Fringe Benefits, and Travel are included in our 2014 Budget.

Cost Per Client Served: In 2013 the cost per client served totaled \$588.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past two years.

O.C. Department Staff Comments: The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Waterville Central School District and parents to help students make positive changes.

Agreement between Oneida County through its Probation Department and Waterville Central School District

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501, hereinafter referred to as "Probation Department", and WATERVILLE CENTRAL SCHOOL DISTRICT, with its principal offices located at 381 Madison Street, Waterville, New York 13480, hereinafter referred to as the "School District."

WITNESSETH

WHEREAS, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibit behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department's IRT services to assist its students in any and all School District buildings; and

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

1. TERM:

- a. This **AGREEMENT** shall be effective from July 1, 2014 until June 30, 2015, unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Probation Department will provide the School District with Initial Response Team efforts and other support services, which shall include the following:
 - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
 - ii. Assist School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
 - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
 - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
 - v. Assisting in the coordination and scheduling of IRT meetings;
 - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
 - A. Interpreting conditions of the IRT agreement;
 - B. Supervising students to determine whether such students comply with the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;
 - C. Counseling and assisting students, in the school setting, with problems relating to compliance;

- D. Monitoring students' behavior at home, in school, and in the community;
 - E. Preparing progress reports on persons under probation supervision;
 - F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest.
- vii. Other Support Services may include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.
- d. The Probation Department will provide one (1) full-time Probation Officer, who will provide the above-described services at any and all Waterville Central School District buildings.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$33,471.30 for conducting IRT services described above. Salary, fringe benefits, and related travel shall be included in the \$33,471.30 amount.
- b. Reimbursement for IRT services shall be made by the Probation Department's submission of a voucher to the School District, according to the School District's regular policy for payment of its vendors.

4. INDEPENDENT CONTRACTOR STATUS:

- a. Both the County and the School District intend that the Probation Officer's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officer assigned under this Agreement shall remain a County employee for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officer shall not be considered an employee of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- c. The assignment of a particular Probation Officer remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to being re-assigned and replaced based on the needs and policies of the Probation Department.

5. TERMINATION:

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

6. **INDEMNIFICATION:**

a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

7. **NOTIFICATIONS:**

a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

8. **AMENDMENT:**

a. This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROBATION DEPARTMENT

DATE: 7/10/14

BY: David Tomidy

David Tomidy
Director of Probation

WATERVILLE CENTRAL SCHOOL DISTRICT

DATE: 07-02-2014

BY: Charles G. Chate

Print Name: Charles G. Chate

Title: Superintendent

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY

BY _____

Raymond Bara
Asst. Oneida County Attorney

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Michael A. Coluzza
First Assistant

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly

July 3, 2014

FN 20 14-272

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

~~PUBLIC SAFETY~~ MEANS
WAYS & MEANS

Dear Mr. Picente:


Enclosed is the proposed amended grant award in which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$79,200.00. The grant period is from January 1, 2013 through December 31, 2013. Matching funds are not required.

I am hereby requesting your review and approval of this amendment. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

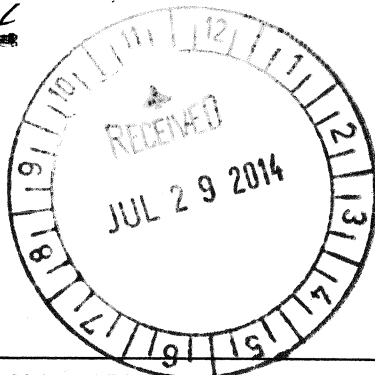
Thank you for your time and assistance in this matter.

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


Anthony J. Picente, Jr.
County Executive

Date 7/30/14

SDM/jl
Enc.



Sincerely,



Scott D. McNamara
Oneida County District Attorney

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

NYS Department of Criminal Justice Services

Title of Activity or Service:

Crimes Against Revenue Program (CARP)

Proposed Dates of Operation:

01/01/2013 – 12/31/2013

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

Funds will be used by the District Attorney for continuation of the Crimes Against Revenue Program (CARP). The program will provide effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues (revenue crimes).

THIS IS AN AMENDMENT TO CONTRACT # 014302

See breakdown below:

BUDGET ITEM	ORIGINAL AMOUNT	AMENDED AMOUNT
ADA Salary	\$9,875.00	\$39,500.00
PT Investigator 1	\$19,483.00	\$19,483.00
PT Investigator 2	\$9,742.00	\$0.00
Fringe for PT Inv. 1	\$1,967.00	\$1,967.00
Fringe for PT Inv. 2	\$984.00	\$0.00
2 Forensic Auditors	\$35,640.00	\$16,605.00
Supplies	\$1,009.00	\$1,350.00
Travel/Training	\$500.00	\$295.00

2) Program/Service Objectives and Outcomes:

3)

3) Program Design and Staffing

Total Funding Requested:

\$79,200.00

Account #:

A3047

A1165.495130

Oneida County Dept. Funding Recommendation:

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

\$79,200.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: C128181 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: Crimes Against Revenue DCJS NUMBERS: CR12128181 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 01/01/2013 TO 12/31/2013 FUNDING AMOUNT FROM INITIAL PERIOD: \$79,200.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p>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".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: <u>07/03/2014</u></p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller</p> <p>_____ Title: _____ Date: _____</p>

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY
 BY Raymond J. Bara
ASST ONEIDA COUNTY ATTORNEY

Award Contract**Crimes Against Revenue****Project No.****Grantee Name**

CR13-1011-D01

Oneida County

07/03/2014

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible

termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) 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

Certified by - on

Award Contract**Crimes Against Revenue****Project No.****Grantee Name**

CR13-1011-D01

Oneida County

07/03/2014

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Part-time Confidential Senior Investigator - (\$21.41/hr x 17.5hrs per week)	1	\$19,483.00	\$19,483.00	\$19,483.00	\$0.00
Justification: This investigator will work approximately 910 hours during this contract period and investigating crimes against revenue cases.						
2	CARP Assistant District Attorney (40% full-time)	1	\$39,500.00	\$39,500.00	\$39,500.00	\$0.00
Justification: 40% of salary of CARP ADA who works on investigating and prosecuting CARP cases.						
Total				\$58,983.00	\$58,983.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe benefits for Part-time Confidential Investigator - 910 hours	1	\$1,967.00	\$1,967.00	\$1,967.00	\$0.00
Justification: Unemployment, Social Security, Worker's Compensation, Medicare and Retirement						
Total				\$1,967.00	\$1,967.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Confidential Forensic Auditors (\$27/hr. x total of 615 hrs.)	1	\$16,605.00	\$16,605.00	\$16,605.00	\$0.00
Justification: \$27.00/hr. x total of approx. 615 hrs. for Confidential Forensic Auditor services.						
Total				\$16,605.00	\$16,605.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Supplies	1	\$1,350.00	\$1,350.00	\$1,350.00	\$0.00
Justification: Office supplies - copy paper, copier ink, etc.						
Total				\$1,350.00	\$1,350.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel/Training	1	\$295.00	\$295.00	\$295.00	\$0.00
Justification: All expenses incurred during travel and training for investigations on revenue.						
Total				\$295.00	\$295.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$79,200.00	\$79,200.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$79,200.00	\$79,200.00	\$0.00

Award Contract**Crimes Against Revenue****Project No.**

CR13-1011-D01

Grantee Name

Oneida County

07/03/2014

APPENDIX D - Work Plan**Goal**

To facilitate the effective investigation and prosecution of crimes that have an adverse effect on government revenues.

Objective #1

To develop and implement an effective enforcement strategy (strategic plan) in collaboration with the State Department of Taxation and Finance (DTF), and other governmental agencies as appropriate, in order to detect, investigate, prosecute and deter revenue crimes.

Task #1 for Objective #1

Identify revenue areas on which to focus in the coming year, including fraudulent conduct by tax professionals and preparers, and personal income tax and sales tax fraud.

Performance Measure

- 1 Provide a response to any referrals by DTF, including whether the case will be investigated, prosecuted or the reasons for declining to do the same.

Task #2 for Objective #1

Maintain effective coordination and cooperation with DTF and other relevant governmental agencies in the investigation and prosecution of revenue crimes.

Performance Measure

- 1 Enter into a Memorandum of Understanding (MOU) with DTF, and other agencies if appropriate, to set forth roles and responsibilities as between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect government revenues. Provide information as requested by DTF or other appropriate agencies so that such agencies may report to DCJS as to compliance with MOUs and effective performance under the grant.

Objective #2

To conduct effective investigations of revenue crimes.

Task #1 for Objective #2

Train staff to consider whether cases implicate government revenue interests and when to conduct investigations in connection with DTF, and other governmental agencies as appropriate, to vindicate those interests.

Performance Measure

- 1 Report on the number of staff assigned to CARP as well as the number of staff who have been trained, including whether such employees have received annual CARP training from DTF or have attended annual CARP conferences conducted by DCJS, DOL, Insurance and NYPTI.

Task #2 for Objective #2

Undertake appropriate investigations of allegations, whether arising from agency referrals or self-generated.

Performance Measure

- 1 Report on the number and nature of cases investigated.

Objective #3

To conduct effective prosecution of revenue crimes.

Task #1 for Objective #3

Effectively prosecute appropriate crimes against revenue.

Performance Measure

- 1 Report on the number of persons charged and the nature of the charges.
- 2 Report on the cases that resulted in a conviction as well as those that were disposed of without a conviction, articulating the disposition and sentence of each case.
- 3 Report on the revenue ordered, and the revenue collected, as a result of the final disposition in each case.

Task #2 for Objective #3

Achieve appropriate civil settlements in lieu of or as part of an overall settlement in a criminal case.

Performance Measure

- 1 Report on total civil recoveries collected as a direct result of revenue crime investigations and/or prosecutions.

Task #3 for Objective #3

Promote public awareness of enforcement efforts so as to foster voluntary compliance.

Performance Measure

- 1 Publicize appropriate and noteworthy prosecutions in an effective manner and in cooperation with other relevant State agencies.

Task #4 for Objective #3

Ensure that all staff funded by CARP work exclusively on program objectives, initiatives and cases. CARP revenues are intended to be used to fund prosecutorial resources which are devoted exclusively to CARP purposes.

Performance Measure

- 1 File an annual certification with DCJS attesting that all CARP funds were used to fund only full-time equivalents and non-personal service expenses in furtherance of CARP objectives.

Objective #4

To promote collaboration with DTF when significant events occur in CARP cases.

Task #1 for Objective #4

Notify DTF (including through prosecutors' requests) when significant events occur in CARP cases, such as arrest, conviction and sentence.

Performance Measure

- 1 DTF notified (including through prosecutors' requests) when significant events occurred in CARP cases such as arrest, conviction and sentence.

Task #2 for Objective #4

Consult with DTF prior to any agreement as to case disposition, and prior to imposition of sentence, so DTF has an opportunity to provide input as to appropriate disposition.

Performance Measure

1 DTF consulted prior to any agreement as to case disposition, and prior to imposition of sentence, so DTF had an opportunity to provide input as to appropriate disposition.

Award Contract**Crimes Against Revenue****Project No.**

CR13-1011-D01

Grantee Name

Oneida County

07/03/2014

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement of OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90 day period when warranted by extenuating circumstances.

On a quarterly basis the Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior 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 requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows:

Four (4) progress reports for contracts of \$100,000 or more

Two (2) progress reports for contracts between \$1 and \$99,999

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800 262 3257.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Award Contract**Crimes Against Revenue****Project No.**

CR13-1011-D01

Grantee Name

Oneida County

07/03/2014

Amendment certified on - 07/03/2014

Amendment Type - Over Ten Percent Reall

Contract Start Date - 01/01/2013

Contract End Date - 12/31/2013

Contract Amount - \$79,200.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 03/08/2014

Prior Contract Terms

Contract Start Date - 01/01/2013

Contract End Date - 12/31/2013

Contract Amount - \$79,200.00

APPENDIX X**AMENDMENT OF GRANT CONTRACT TERMS**

Agency Code: 01490

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>.

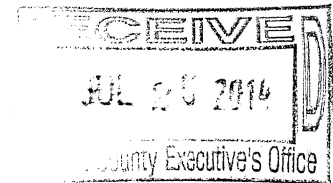
Certified by - Anthony Picente on 07/03/2014

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer



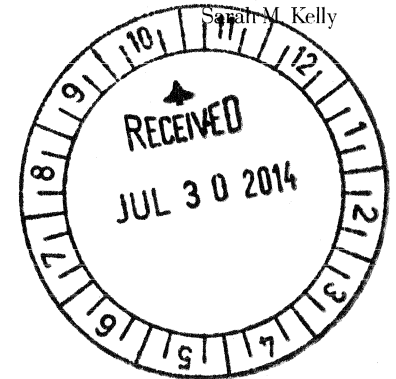
Dawn Catera Lupi
First Assistant

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly

JuLY 22, 2014

FN 20 14-273

PUBLIC SAFETY
WAYS & MEANS



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

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2014 budgetary transfer within the District Attorney's cost center to purchase two wardrobe lockers.

TO:

A1165.211 District Attorney, Office Furnishings & Equipment \$2,100.

FROM:

A1165.101 District Attorney, Salaries \$2,100.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

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 7/29/14

July 22, 2014

Page Two

se

cc: Hon. Gerald J. Fiorini, Chairman
Hon. George Joseph, Majority Leader
Hon. Frank Tallarino, Minority Leader
Hon. Les Porter, Chairman, Ways & Means Comm.
Hon. Richard A. Flisnik, Chairman, Public Safety
Thomas Keeler, Budget Director

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

June 18, 2014

FN 20 14-274

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

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

PUBLIC SAFETY

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

WAYS & MEANS

Date 7/21/14

Dear County Executive Picente:

The Sheriff's Office is requesting approval for an Amendment to the Central New York Psychiatric Center contract with Rensselaer County.

Rensselaer County has requested that a cap of \$19,800 per year be placed on the original Agreement for inmate security services during the time that Rensselaer County inmates undergo psychiatric care at the Central New York Psychiatric Center, located in Marcy, New York. This agreement has been, and will continue to be, an important source of revenue for the Sheriff's Office.

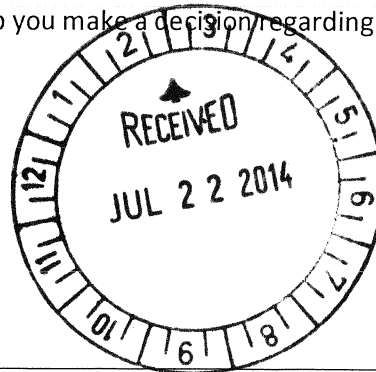
Consequently, the Sheriff's Office is currently seeking an Amendment to this agreement with Rensselaer County, which would commence on January 1, 2014, and expire on December 31, 2016. The aforementioned county agrees to pay the Sheriff's Office \$165.00 per inmate, per day, not to exceed \$19,800 in any calendar year, for the security services rendered by the Sheriff's Office.

This Amendment to the original Agreement requires Board approval at the next meeting date.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. 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
Sheriff



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) 765-2277

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6105

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: AMENDMENT

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Rensselaer County Sheriff's Office (Rensselaer County)
4000 Main Street, Troy, NY 12180

Title of Activity or Service: Security Services at the CNY Psychiatric Center

Proposed Dates of Operation: January 1, 2014 – December 31, 2016

Client Population/Number to be Served: For inmates who are in need of psychiatric care and meet Section 508 of Correction Law criteria

Summary Statements

- 1) **Narrative Description of Proposed Services:** Oneida County Sheriff's Office provision of security services at the CNY Psychiatric Center
- 2) **Program/Service Objectives and Outcomes:** Guarding contracted county's inmates as they obtain psychiatric care and treatment at the CNY Psychiatric Center
- 3) **Program Design and Staffing:** 24-7 security coverage of contracted county's inmates at the CNY Psychiatric Center

Total Funding Requested: None

Account #: A2270 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: \$165.00 per day/per inmate (revenue)
Amount not to exceed \$19,800 in any calendar year

Past Performance Data: N/A

Oneida County Department/Office Staff Comments: Revenue helps to offset expenses incurred by the correctional facility. Template approved by BOL on November 27, 2013.

*****AMENDMENT** This is an amendment requested by Rensselaer County placing a cap of \$19,800 per year on the original Agreement. All other terms and conditions of the original Agreement remain in full force and effect.

Amendment to Agreement

This Amendment made the 23rdst day of May, 2014, by and between the **County of Oneida**, a municipal corporation of the State of New York, with offices at 6075 Judd Road, Oriskany, New York 13424, hereinafter called "**Oneida**", through the offices of the Oneida County Sheriff, hereinafter called "**Sheriff**" and the **County of Rensselaer**, a municipal corporation of the State of New York with offices at 4000 Main Street, Troy, New York 12180 hereinafter called "**Contract County**".

WHEREAS, Oneida and the Contract County have entered into an agreement for the treatment of mentally ill inmates at the Central New York Psychiatric Center for which Oneida has the ability to provide surrounding counties with adequate facilities and treatment for its inmates, with a term of January 1, 2014 through December 31, 2016 (the "Original Agreement"), and

WHEREAS, the parties are desirous of entering into an Amendment to the Original Agreement.

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

The cost ceiling at the rates stated in the Original Agreement shall not exceed \$19,800 during any calendar year without written authorization by both parties.

All other terms and conditions of the Original Agreement remain in full force and effect.

COUNTY OF ONEIDA

By: _____

Robert M. Maciol
County Sheriff

By: _____

Anthony J. Picente, Jr.
County Executive

COUNTY OF RENSSELAER

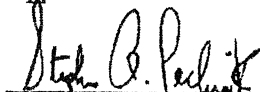
By: _____

Jack Mahar
County Sheriff

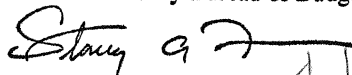
By: _____

Kathleen M. Jimino
County Executive

Approved as to form

 5/29/14
STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget


Stacey A. Farrar 5/30/14
Director of Budget

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser



Sheriff Robert M. Maciol

July 14, 2014

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

FN 20 14-275 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Signature]
PUBLIC SAFETY
Anthony J. Picente, Jr.
County Executive
Date 7/24/14
WAYS & MEANS

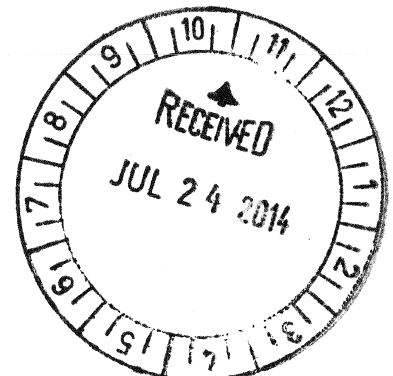
Dear County Executive Picente:

The Sheriff's Office would like to request a year 2014 Transfer of Funds of \$129,121.00 to cover the cost of the food service agreement. In the approved budget this contract was not approved when the budget process was being calculated. The Sheriff's Office budgeted for the food preparation for \$500,000 with salaries and other kitchen expenses included with other budget lines. Therefore, we would like to move a portion of these other expenses to cover the food service contract that was granted at the end of the 2013 year. I respectfully request that this matter be acted on at the Board of Legislators August board meeting.

The Transfer of funds is as follows:

<u>Transfer from Expense Account</u>	<u>Amount</u>
A3150.101 Salaries (4-Cook Positions-2014 P-1 Report)	\$110,892.00
A3150.830 Social Security	\$8,484.00
A3150.840 Workers Comp	\$2,440.00
A3150.850 Unemployment	\$278.00
A3150.860 Health Insurance (1-Person & 1-Rebate)	\$7,027.00

<u>Transfer to Expense Account</u>	<u>Amount</u>
A3150.49510 Food Service Contract	\$129,121.00



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

Office of the Sheriff

County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens



Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

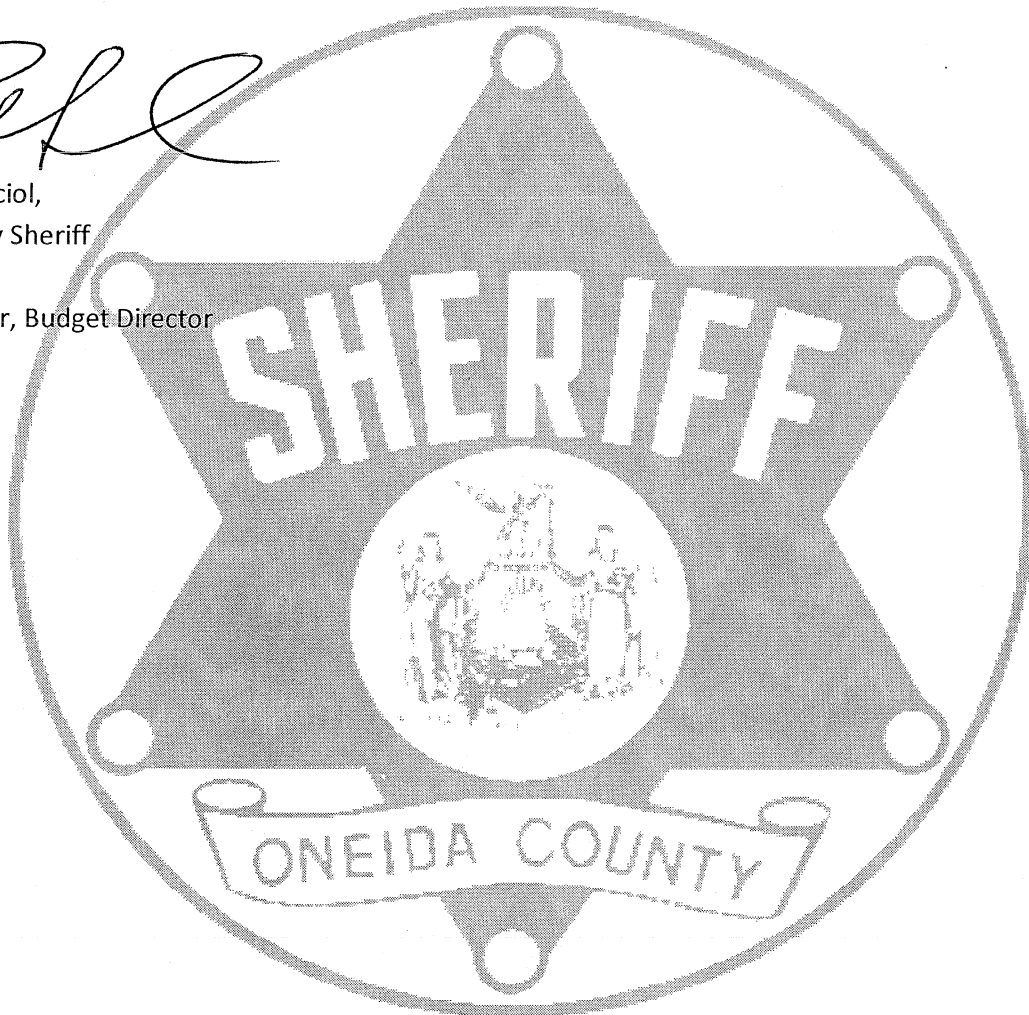
I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob M.", written over a large, faint watermark of the Oneida County Sheriff's Office badge.

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director



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

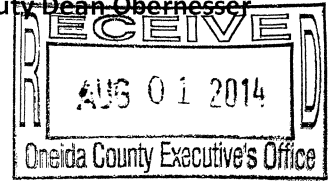


County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol



July 30, 2014

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

FN 20 14-276

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

**PUBLIC SAFETY
WAYS & MEANS**

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

Date 8-1-14

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2014 Supplemental Appropriation of Funds of \$20,000.00 to be used to purchase Technology enhancements in the Jail. The Sheriff's Office has been provided funds under a contract from Global Tel-Link. In addition to commission, Global Tel-Link provides a sign on commitment to this office. This program is part of the inmate telephone system and calling program.

We have received \$20,000 from Global Tel-Link, a separate revenue account has been established for this purpose and a supplemental appropriation will allow for the purchase supporting a Technology enhancement in the Jail. I respectfully request that this matter be acted on at the Board of Legislators September board meeting.

The Supplemental Appropriation Request is as follows:

<u>Transfer from Expense Account</u>	<u>Amount</u>
A2722 Reimbursement from Global Tel-Link	\$20,000.00
<u>Transfer to Expense Account</u>	<u>Amount</u>
A3150.493 Maintenance, Repair & Service Contracts	\$20,000.00

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



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

July 18, 2014

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

FN 20 14-277

**PUBLIC SAFETY
WAYS & MEANS**

Dear County Executive Picente:

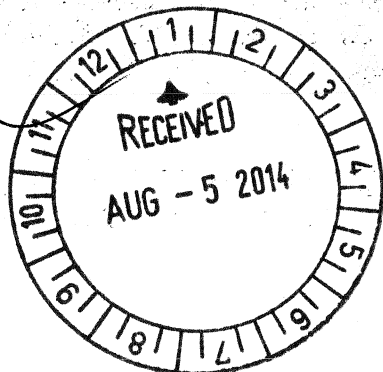
The Sheriff's Office is requesting approval of the attached contract with Holland Patent School District. This contract is a reimbursement contract for the 2014-2015 school year and will pay for (1) Deputy currently used as School Resource Officer at the School Campus in Holland Patent.

This Agreement requires Board approval at the Board's next meeting date.

If the enclosed contract acceptable, I am requesting your approval by way of signature. 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
Sheriff



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

Anthony J. Picente, Jr.
County Executive
Date 8/5/14

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

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Revenue)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office
Providing Service to: Holland Patent Central School District

Title of Activity or Service: School Resource Officer

Proposed Dates of Operation: September 3, 2014 – June 30, 2015

Client Population/Number to be Served: Members of the Holland Patent School District

Summary Statements

1) Narrative Description of Proposed Services: School Resource Officer to be used at the Holland Patent School District Campus

2) Program/Service Objectives and Outcomes: Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to students and staff.

3) Program Design and Staffing: September 3, 2014 – June 30, 2015 School Year; School Resource Officer to be utilized at Holland Patent School campus

Total Funding Requested: None

Account #: A2735 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department/Office Staff Comments: Holland Patent School District will reimburse the Sheriff's Office for the cost of the School Resource Officer. 2014-2015 \$64,500. This is a good program. The district is please with the presence of the SRO.

AGREEMENT
BETWEEN
THE ONEIDA COUNTY SHERIFF'S OFFICE
AND
HOLLAND PATENT CENTRAL SCHOOL DISTRICT

THIS AGREEMENT, made and entered into, by and between the Oneida County Sheriff, a public officer duly elected under the laws of the State of New York, 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "Sheriff", the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as "County" and Holland Patent Central School District, hereinafter referred to as "District".

WITNESSETH

WHEREAS, the District wishes to secure the services of one (1) School Resource Officer, hereinafter referred to as "SRO", for the 2014-2015 school year, to serve as law enforcement officers, role models, and as a resource to students and families at the Holland Patent Central School District facilities and related Holland Patent Central School District programs, and

WHEREAS, the Sheriff, the County and the District wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculty of Holland Patent Central School District and related Holland Patent Central School District programs, and

WHEREAS, the Sheriff, the County and the District agree that the parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District
2. To increase the physical presence of the SRO within the District facilities,
3. To decrease the number of incidences involving outside police intervention at the District facilities,
4. To increase a sense of safety and order within the school setting, and
5. To act as a role model and guide students toward community activities that promote character education and prevent delinquency

WHEREAS, the Sheriff has the personnel possessing the requisite skills and expertise to provide such services to the District

NOW THEREFORE, in consideration of the mutual promise made herein, the Sheriff, the County and the District agree as follows:

1. The Sheriff agrees to assign one Uniformed Officer as SRO to serve in the District according to a schedule established by mutual Agreement between the Sheriff and the District. The SRO will wear the uniforms issued by Oneida County Sheriff's Office including sidearm in an authorized holster when appropriate.

2. The SRO will be under the supervision of a designated member of the Sheriff's Law Enforcement Division and such SRO shall coordinate his/her activities at the District with the Holland Patent Central School District Principal or designee.
3. The SRO duties shall be as follows:
 - a. Provide for the security and safety of all students, staff and visitors.
 - b. Protect school property and maintain order in and around the school site.
 - c. Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
 - d. Under the supervision of the Superintendent or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds and provide the appropriate documentation for such investigations.
 - e. Report all violations of law, school rules, regulations or policies to school administration.
 - f. Enforce New York State laws, rules and regulations.
 - g. Act as liaison with police and fire officials.
 - h. Advise school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property.
 - i. Screen all persons entering the building or school grounds. Take necessary action to prohibit loitering and trespassing on school grounds.
 - j. Become familiar with all hidden recesses in the building and checks them periodically.
 - k. Become familiar with the Student Code of Conduct, particularly prohibited items such as cell phones, pagers, iPods, wearing of hats, etc. Take required action to enforce the Code of Conduct and/or seize prohibited items.
 - l. Enforce Code of Conduct.
 - m. Maintain post integrity. Be highly visible at all times and refrain from unnecessary fraternization with other officers/employees.
 - n. Report for duty in a timely manner. If unable to work, give prior notification to the District and the Sheriff to make sure that a substitute has been arranged.
 - o. Question any individual not having appropriate identification who appears to be a student to ascertain his/her status.
 - p. Act as a mentor to students by maintaining a casual relationship with students; attempt to develop a rapport with students.
 - q. Develop a common working relationship with the staff of the District.

- r. Report directly to the Superintendent or his/her designee.
- s. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety.
- t. Consult with school administration and faculty on law enforcement issues.
- u. Develop and conduct educational crime prevention programs
- v. Respond to emergencies and observed criminal activity when he/she perceives it and take due care to respond, render aid, and call for assistance when necessary
- w. Redirect errant student behavior through appropriate communication based on applicable rules and laws
- x. Maintain records of all formal student and family contacts. Forms will be developed cooperatively between the SRO and the District. Such records will be submitted to the District Superintendent by the SRO on a monthly basis.
- y. Use his/her discretion in aiding and participating in the in-house disciplinary process, and assist with students presenting chronic disciplinary problems within the guidelines of the Holland Patent Central School District policies, student handbook and procedures available through New York State Law.
- z. Inform students of their rights and responsibilities as lawful citizens, counsel them in special situations, and answer any questions that they may have about criminal or juvenile law enforcement.
- z-1. To provide counseling and advice to troubled students and staff within the District

4. The Sheriff further agrees as follows:

- a. To provide an SRO who:
 - i. Possesses a minimum of 40 hours of specialized SRO training.
 - ii. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - iii. Demonstrate:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business and community settings;
 - Ability to related to youth, especially the “at risk” and “special needs” populations;
 - Working knowledge of social services providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;

- A genuine interest in at-risk youth;
 - Meet all education and experience requirements set forth by Oneida County and New York State.
- b. Ensure the SRO spends an average of 35 hours per week, per officer, on-site at the District's facilities between September and June when school is in session.
 - c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
 - d. Submit quarterly vouchers to the District for services rendered.
 - e. Cooperate with the District to implement the SRO program with the least possible disruption to the educational process.
5. The District's responsibilities under this program are as follows:
- a. Implement the SRO program in accordance with guidelines established herein by the parties.
 - b. Designate an employee as the School Representative through which day to day business contact will be conducted with SRO.
 - c. Provide the SRO with full access to school facilities, personnel and students.
 - d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO on campus.
 - e. Provide time and appropriate space for the SRO to conduct approved staff, student and parent training.
 - f. Provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.
 - g. Evaluate the program and administer annual assessment of partnership/program.
 - h. Make recommendations and program adjustments as appropriate.
6. The Sheriff, the County and the District agree to comply with the regulations set forth in the Family Education Rights to Privacy Act (FERPA).
7. Any amendments to this Agreement require the written consent of all parties.
8. The Agreement will be effective beginning on September 3, 2014 and expire on June 30, 2015, without notice.
9. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.

10. If circumstances arise that the Sheriff feels warrant termination of this Agreement on his part, he must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, either the Sheriff or the District may exercise the right to terminate services and this Agreement upon thirty (30) days written notice to the other party.
11. The District agrees to pay the Sheriff the sum of \$64,500 for thirty five (35) hours per week per officer for the 2014-2015 school year; Said amount represents 100% of the replacement costs to the Sheriff. The payment would cover the normal work day and week (Monday through Friday, 7 hours per day, 35 hours per week while school is in session). Any investigations, arrests, interviews, or other matters that require additional time at the District facilities over and above the agreed upon seven (7) hours per day per officer will be provided to the District at no additional charge by the Sheriff or the County. Incidental costs to include pager, vehicle, uniforms and ongoing training costs shall be covered by the Sheriff. Any time spent by the SRO that is not related to the interest of the District will not be reimbursed. Any expenses or financial obligations made by an SRO without the prior approval of the District will become the responsibility of the Sheriff. Any time spent at the Holland Patent Central School District facility over and above the contractually agreed upon hours per week, except for the time required for the investigations, arrests, interviews, etc. referenced earlier in this paragraph, will not be billed to the District unless prior approval for this expenditure is granted by an authorized agent of the District.

The District agrees to pay the Sheriff on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, name and any attached data including the date and times worked by the SRO.

It is expressly agreed that the relationship of the SRO to the District shall be that of an independent contractor. The SRO shall not be considered an employee of the District for any purpose including but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The payment of any applicable income taxes and workers' compensation and other insurance coverage for the SRO shall be the exclusive responsibility of the County.

12. The parties agree that all information exchanged is considered confidential under Federal and New York State Law and will be used only for the purposes outlined in the Contract.
13. The Sheriff, the County, the assigned SRO and any substitute SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV related test. It is agreed that the Sheriff and any member of his staff with whom confidential HIV related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYS DSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

The following written statement must be included 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”

14. The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, officers, servants, employees and subcontractors from any claims, demands, causes of action, liabilities, judgments, losses, costs, fees and expenses, including but not limited to attorney’s fees, arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the District, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding. The County and the Sheriff mutually agree to indemnify, save and hold harmless the District, its agents, officers, servants, employees and subcontractors from any claims, demands, causes of action, liabilities, judgments, losses, costs, fees and expenses, including but not limited to attorneys’ fees, arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the County and/or the Sheriff, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

The District agrees that it will, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000). The District agrees to have the Sheriff and the County added to said insurance policies as additional insureds, as their interest may appear and to provide the Sheriff and the County with a certificate from said insurance company or companies showing coverage as herein before required, such Certificate to show the Sheriff and the County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the Sheriff and the County of at least thirty (30) days.

The County agrees that it will, at its own expense, at all times during the term of this agreement, maintain in full force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000). The County agrees to have the District added to said insurance policies as a named additional insured, as its interest may appear, and to provide the District with a certificate from said insurance company or companies, showing coverage as herein before required, such certificate to show the District as additional insured and to provide that such coverage shall not be terminated without written prior notice to the District of at least thirty (30) days.

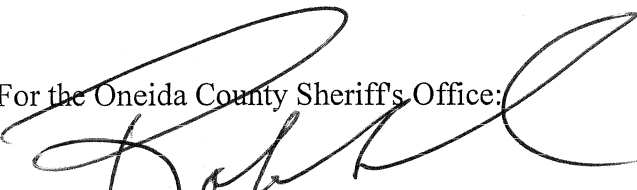
Nothing in this agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The Sheriff cannot promise or guarantee crime prevention, safety or security.

IN WITNESS WHEREOF, the County, the Sheriff, and the District have signed this Agreement on the day and year first above written.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

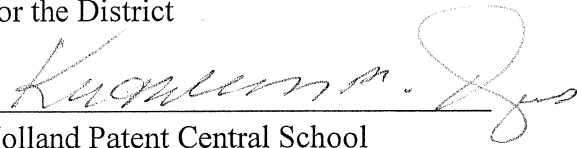
Date

For the Oneida County Sheriff's Office:


Robert M. Maciol
Oneida County Sheriff

Date 2/18/14

For the District



Kathleen M. Dye
Holland Patent Central School
Superintendent

Date 6/17/14

Approved as to Form

Oneida County Attorney



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

PETER M. RAYHILL
COUNTY ATTORNEY

May 22, 2014

Melinda Burdick, Esq.
Hancock Estabrook, LLP
1500 AXA Tower I
100 Madison Street
Syracuse, NY 13202

RE: School Resource Officer Contract

Dear Melinda:

It is my understanding that you represent the Holland Patent Central School District in regards to a proposed contract between the Holland Patent Central School District and the County of Oneida and the Oneida County Sheriff for School Resource Officer. It is my further understanding that you have raised some concerns in regards to paragraph #6 of the County's Standard Contract Addendum. Paragraph #6 states as follows:

"6. Worker's Compensation Benefits. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and 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 Worker's Compensation Law."

Since the Holland Patent Central School District is not supplying any employees to perform work on behalf of the County through this Contract, paragraph #6 of the Standard Contract Addendum would be inapplicable to this Contract. Paragraph #6 states "in accordance with Sections 108 of the General Municipal Law..." and this was meant to be read and interpreted in the context of the mandates of Section 108.

Very truly yours,

Nichole M. Hinman, Esq.
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this 11th day of June 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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 waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (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).

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

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that 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 Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

See attached

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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 County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service 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. Where the payee does not have such number or numbers, the payees, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor *Holland Patent Superintendent*

By: _____

By: *Kurtaloom M. Davis*
Name: _____

Oneida County Executive

6/30/14

Approved as to Form only

Oneida County Attorney



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

PETER M. RAYHILL
COUNTY ATTORNEY

May 22, 2014

Melinda Burdick, Esq.
Hancock Estabrook, LLP
1500 AXA Tower I
100 Madison Street
Syracuse, NY 13202

RE: School Resource Officer Contract

Dear Melinda:

It is my understanding that you represent the Holland Patent Central School District in regards to a proposed contract between the Holland Patent Central School District and the County of Oneida and the Oneida County Sheriff for School Resource Officer. It is my further understanding that you have raised some concerns in regards to paragraph #6 of the County's Standard Contract Addendum. Paragraph #6 states as follows:

"6. Worker's Compensation Benefits. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and 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 Worker's Compensation Law."

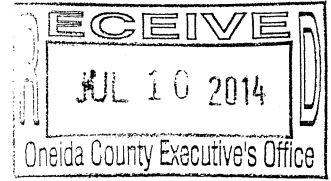
Since the Holland Patent Central School District is not supplying any employees to perform work on behalf of the County through this Contract, paragraph #6 of the Standard Contract Addendum would be inapplicable to this Contract. Paragraph #6 states "in accordance with Sections 108 of the General Municipal Law..." and this was meant to be read and interpreted in the context of the mandates of Section 108.

Very truly yours,

Nichole M. Hinman, Esq.
Assistant County Attorney

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

July 10, 2014

FN 20 14-278

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Social Services is requesting a transfer from the A6014.49543, Employment Programs, Jobs First/Rewards of Work Program Account to the A6014.417, Rent Account, in the amount of \$27,000 for the calendar year 2014. This need is the result of an extended stay in the Paul Building.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

To:
A6014.417 Employment Programs-Program Account \$27,000.00

From:
A6014.49543 – Employment Programs-Rent Account \$ 27,000.00

Sincerely,

Lucille A. Soldato
Commissioner

Cc: T. Keeler, Budget



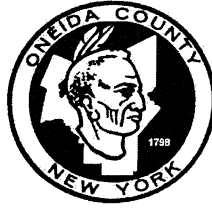
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente Jr.
County Executive

Date 7/21/14

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

July 10, 2014

FN 20 14-279

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Social Services is requesting a transfer from the A6012.101, Temporary Assistance, Salary Account to the A6012.103, Overtime account, in the amount of \$35,000 for the calendar year 2014. This need is the result of increased caseloads.

Therefore, we are asking for your approval and, subsequent Board approval of the following transfer:

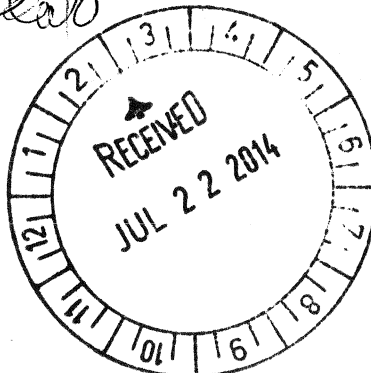
To:
A6012.103 Temporary Assistance-Overtime Account \$35,000.00

From:
A6012.101 – Temporary Assistance-Salary Account \$ 35,000.00

Sincerely,

Lucille A. Soldato
Commissioner

Cc: T. Keeler, Budget



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

Anthony J. Picente, Jr.
County Executive

Date 7/21/14

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE


CANCER SERVICES PROGRAM

Phone: (315) 798-5248 • Fax: (315) 798-5071

PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

May 15, 2014

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
FN 20 14-280

Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
Date 7/1/14
WAYS & MEANS

Dear Mr. Picente,

Attached are three (3) copies of an amendment to the agreement between Oneida County through its Health Department and Rome Memorial Hospital.

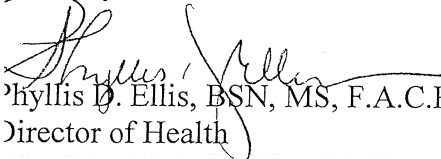
The purpose of this agreement is to provide new reimbursement rates effective April 1, 2014 to March 31, 2015. The term of this agreement is November 1, 2013 through March 31, 2016. Reimbursement rates will now range from \$10 to \$1,975.

Based on previous expenditures it is expected that this contract will exceed \$50,000 for the term of this agreement. The services are 100% reimbursed through the Cancer Services Program Grant

The Cancer Services Program is not mandated by law. The reason this agreement is being forwarded for signature after the commencement date is due to delays in processing.

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

Sincerely,


Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Attachments
vh



Oneida County Department: Health

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other x _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

NAME AND ADDRESS OF VENDOR: Ms. Deborah Carpenter
Rome Memorial Hospital, Inc.
1500 N. James St.
Rome, NY 13440

SUMMARY STATEMENT: The Oneida County Health Department through a grant from the New York State Department of Health provides comprehensive breast, cervical and colorectal screening/diagnostic services to uninsured or underinsured individuals residing in Oneida, Herkimer and Madison counties. This is an amendment of the current contract which runs from November 1, 2013 to March 31, 2016, to reflect the change in reimbursement rates effective April 1, 2014 to March 31, 2015. Rome Memorial Hospital, Inc. will participate in the Oneida County Health Department's Cancer Services Program to provide breast, cervical and colorectal cancer screening and/or diagnostic services.

DATES OF OPERATION: November 1, 2013 to March 31, 2016

TOTAL FUNDING REQUESTED:

 NEW RENEWAL X AMENDMENT APPLICATION

FUNDING SOURCE: (Federal \$ - State \$ - County \$):

Funding is wholly through Federal and State grants. The amount paid to the facility depends on the number of services provided during the time frame. Reimbursement rates as set by New York State range from \$10 to \$1,975.

PAST PERFORMANCE DATA:

O.C. DEPARTMENT STAFF COMMENTS:

Expense Account: A4091.495

Revenue Account: A3451

**Cancer Services Program
of Oneida-Herkimer-Madison Counties
Provider Service Agreement
AMENDMENT**

This Amendment made the 1st day of April, 2014, by and between **COUNTY OF ONEIDA**, a New York municipal corporation, with offices at the County Office Building, 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County"), through its' Health Department with offices located at the Adirondack Bank Building, 5th floor, 185 Genesee Street, Utica, NY 13501, and, **Rome Memorial Hospital, Inc., 1500 North James Street, Rome, NY 13440**, (hereinafter referred to as the "Provider")

WITNESSETH

WHEREAS, the County and the Provider have entered into an agreement by which the Provider is willing to participate in the County's Cancer Services Program to provide clinical laboratory services for breast, cervical and colorectal cancer screening services and/or diagnostic services, and to abide by all provisions set forth by the New York State Department of Health regarding the Provider's participation in this program, with a term from November 1, 2013 through March 31, 2016 (the "Original Agreement"), and

WHEREAS, the parties are desirous of entering into an Amendment to the Original Agreement in regards to the term of the agreement and the following provisions,

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

1. The rates set forth in the Original Agreement outlined in Appendix A shall be replaced with the attached revised Appendix A.
2. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF the County and the Provider have signed this Amendment on the day and year first above written.

County of Oneida County

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

Rome Memorial Hospital, Inc.

By: Basil J. Ariglio
Basil J. Ariglio

Approved as to Form only

Nichole M. Hinman
County Attorney's Office

APPENDIX A

**NEW YORK STATE CANCER SERVICE PROGRAM
MAXIMUM ALLOWABLE REIMBURSEMENT RATES
APRIL 1, 2014 TO MARCH 31, 2015***

	<u>Rate</u>	<u>CPT Code***</u>
<u>SCREENING SERVICES</u>		
Assessment, Education and Clinical Breast Examination	\$ 41.43	99201
Assessment, Education and Pelvic Examination with Pap Test	\$ 41.43	99201
Screening Mammogram - Bilateral (Film or Digital)**	\$ 87.58	77057
Screening Mammogram - Bilateral Diagnostic (Film or Digital)**	\$ 110.54	77056
Screening Mammogram - Unilateral Diagnostic (Film or Digital)**	\$ 87.20	77055
<u>DIAGNOSTIC SERVICES</u>		
Repeat CBE	\$ 20.72	Half of 99201
Diagnostic Mammogram-Unilateral (Film or Digital)**	\$ 87.20	77055
Diagnostic Mammogram-Bilateral (Special Views) (Film or Digital)**	\$ 110.54	77056
Diagnostic Breast Ultrasound (Unilateral or Bilateral)**	\$ 94.77	76645
Fine Needle Aspiration without Image guidance	\$ 142.25	10021
Fine Needle Aspiration with Image guidance	\$ 134.29	10022
Core Biopsy	\$ 142.53	19100
Excisional Biopsy	\$ 468.26	19120
Incisional Biopsy	\$ 321.86	19101
Stereotactic Biopsy Procedure - breast all inclusive of placement of breast loc. device(s), (eg: clip, metallic pellet), imaging of the biopsy specimen, percutaneous biopsy; first lesion, including Stereotactic guidance	\$ 641.99	19081
Each additional lesion, including Stereotactic guidance	\$ 520.01	19082
Ultrasound Guided Vacuum-Assisted Biopsy-breast all inclusive of placement of breast loc. device(s) (eg: clip, metallic pellet) imaging of the biopsy specimen, percutaneous biopsy; 1 st lesion, including Ultrasound guidance	\$ 637.92	19083
Each additional lesion, including Ultrasound guidance	\$ 512.92	19084
Pre-Operative Ultrasonic Needle Loc. & Wire Placement	\$ 446.68	19285
Additional Ultrasonic Needle Loc. & Wire Placement for 2 nd lesion	\$ 374.35	19286
Pre-Operative Mammographic Needle Loc. & Wire Placement	\$ 233.73	19281
Additional Mammographic Needle Loc. & Wire Placement for 2 nd lesion	\$ 162.40	19282
Surgical Consultation	\$ 103.55	99203

(APENDIX A CONTINUED)

Colposcopy without Biopsy	\$ 106.09	57452
Colposcopy with Cervical Biopsy and ECC	\$ 150.03	57454
Colposcopy with one or more Cervical Biopsies	\$ 139.27	57455
Colposcopy with ECC	\$ 131.75	57456
Diagnostic LEEP/LEETZ	\$ 309.58	57461
Diagnostic Cone Biopsy - Cold Knife or Laser	\$ 297.27	57520
Endometrial Biopsy	\$ 106.62	58100

PRE-OPERATIVE AND OPERATIVE PROCEDURES

Chest X-Ray	\$ 29.61	71020
Complete Blood Count (CBC)	\$ 10.55	85025
Electrocardiogram (EKG/ECG)	\$ 16.01	93000
Anesthesiologist Fee	\$ 150.00	
Article 28 Facility Fee - Core Biopsy	\$ 702.08	APC0005
Article 28 Facility Fee - Incisional/Excisional Biopsy	\$ 1,974.26	APC0028
Article 28 Facility Fee - Diagnostic LEEP/LEETZ, etc	\$ 1,375.00	APC0193

PATHOLOGY

Pap Smear Cytology, Conventional	\$ 14.42	88164
Pap Smear Cytology, Thin Prep Liquid Based	\$ 27.64	88142
High Risk HPV DNA Hybrid Capture 2 or Cervista HR	\$ 47.87	87621
Fluid Cytology, Breast & Nipple (not Vaginal/Cervical)	\$ 140.74	88173
Surgical Pathology - Level IV	\$ 67.83	88305
Surgical Pathology – Level IV- needing examination of surgical margins; some excisional, LEEP, Cone, and some polyps	\$ 274.45	88307

COLORECTAL PROCEDURES

FIT	\$ 16.99	82274
Colonoscopy	\$ 374.24	45378
Colonoscopy with Biopsy Single or Multiple	\$ 445.83	45380
Colonoscopy w/removal of Tumor(s), Polyp(s) by Hot Biopsy	\$ 446.11	45384
Colonoscopy w/removal of Tumor(s), Polyp(s) by Snare Technique	\$ 503.36	45385
Sigmoidoscopy	\$ 130.94	45330
Sigmoidoscopy with Polypectomy	\$ 284.70	45333
Flexible Sigmoidoscopy with Biopsy	\$ 156.58	45331
Radiological Exam; Colon, Barium Enema	\$ 153.12	74270
2 nd Technique-Colonoscopy Directed Biopsy	\$ 90.86	
Article 28 Facility Fee - Colonoscopy	\$ 645.73	APC0158
Article 28 Facility Fee - Sigmoidoscopy	\$ 461.00	APC0146

*Reimbursement rates are the higher of either 90% of the NY regional Medicare rate or the NYS Medicaid fee. *The Cancer Services Program of Oneida, Herkimer and Madison Counties falls into the Upstate region for Medicare rates.*

**NYS provides reimbursement for digital mammography and/or mammography with CAD at the conventional rate.

***These CPT codes are for reference only. Reimbursement is not limited to these CPT codes. Other CPT codes that fulfill the service/procedure as listed may also be reimbursed at these rates.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

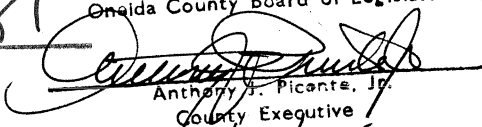
CANCER SERVICES PROGRAM

Phone: (315) 798-5248 • Fax: (315) 798-5071

PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

May 14, 2014

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
FN 20 14-281

Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
Date 7/11/14

Dear Mr. Picente,

WAYS & MEANS

Attached are three (3) copies of an agreement between Oneida County through its Health Department and Rome Memorial Hospital.


The purpose of this agreement is to provide breast, cervical and colorectal cancer screening services and/or diagnostic services to identified individuals through the Cancer Services Program of Oneida, Madison and Herkimer Counties. This agreement will run from November 1, 2013 through March 31, 2016. Reimbursement rates will range from \$10 to \$1,650.

Based on previous expenditures it is expected that this contract will exceed \$50,000 for the term of this agreement. The services are 100% reimbursed through the Cancer Services Program Grant

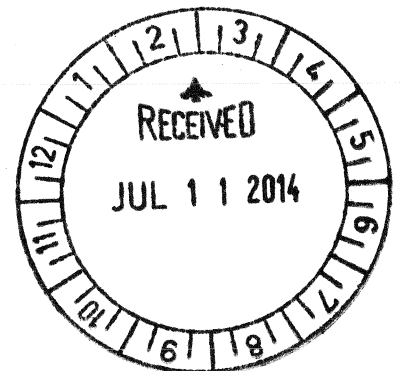
The Cancer Services Program is not mandated by law. The reason this agreement is being forwarded for signature after the commencement date is due to delays in processing.

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

Sincerely,


Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Attachments
/h



Oneida County Department: Health

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other x _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

NAME AND ADDRESS OF VENDOR: Ms. Deborah Carpenter
Rome Memorial Hospital, Inc.
1500 N. James St.
Rome, NY 13440

SUMMARY STATEMENT: The Oneida County Health Department through a grant from the New York State Department of Health provides comprehensive breast, cervical and colorectal screening/diagnostic services to uninsured or underinsured individuals residing in Oneida, Herkimer and Madison counties. This agreement will run from November 1, 2013 to March 31, 2016. Rome Memorial Hospital, Inc. will participate in the Oneida County Health Department's Cancer Services Program to provide breast, cervical and colorectal cancer screening and/or diagnostic services.

DATES OF OPERATION: November 1, 2013 to March 31, 2016

TOTAL FUNDING REQUESTED:

 NEW x RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: (Federal \$ - State \$ - County \$):

Funding is wholly through Federal and State grants. The amount paid to the facility depends on the number of services provided during the time frame. Reimbursement rates as set by New York State range from \$10 to \$1,650.

PAST PERFORMANCE DATA: Program Year 12/13 (to the end of October 2013) expenditures to Rome Memorial Hospital are approximately \$43,000.

O.C. DEPARTMENT STAFF COMMENTS:

Expense Account: A4091.495

Revenue Account: A3451

**Cancer Services Program of
Oneida-Herkimer-Madison Counties**

PROVIDER SERVICE AGREEMENT

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the “County”, through its Health Department, with offices located at Adirondack Bank Building, 5th Floor, 185 Genesee Street, Utica, New York 13501, and **Rome Memorial Hospital, Inc., 1500 North James Street, Rome, NY 13440**, hereinafter referred to as the “Provider.”

WITNESSETH

WHEREAS, the County, through its Health Department, is the recipient of a grant from the New York State Department of Health to operate the Integrated Cancer Services Program of Oneida, Herkimer, and Madison Counties, hereinafter referred to as the “Program,” through a grant from the New York State Department of Health and by which certain preventive and diagnostic breast, cervical and colorectal screening services are provided to those residing in Oneida, Madison, and Herkimer counties who are uninsured or underinsured.

WHEREAS, the Provider warrants that it is presently qualified to provide breast, cervical and colorectal cancer screenings and/or diagnostic services within New York State; and

WHEREAS, the Provider is willing to participate in the County’s Cancer Services Program to provide breast, cervical and colorectal cancer screening services and/or diagnostic services, and to abide by all provisions set for by the New York State Department of Health regarding the Provider’s participation in this program; and

NOW, THEREFORE the parties make this agreement and agree to the following terms:

1. **TERM.** This agreement shall go into effect upon execution and shall be in effect from **November 1, 2013 until March 31, 2016.**
2. **SCOPE OF SERVICES.** The Provider shall:
 - a. Abide by the policies and procedures contained within the New York State Department of Health’s Cancer Services Program Operations Manual;
 - b. Provide clients of the program with the same quality of care as afforded to any other patient in its care;
 - c. Request reimbursement for clinical services **ONLY** for clients who meet the program’s eligibility criteria as defined in the Operations Manual;
 - d. Treat the Program as a payor of last resort. The Provider agrees to first bill the client’s other insurance and/or third part payor for services provided through the program. The Provider further agrees that it may only seek program reimbursement from the County through its Health Department and may not submit claims for reimbursement directly to the state;

- e. Accept reimbursement rates established by the Program as payment in full for all services that are covered by the Program or their primary insurance coverage. The reimbursement rates for each fiscal year will be mailed to the Provider when such rates are determined by the State Department of Health. The Provider shall not charge clients for the difference between the Program's reimbursement and the Provider's usual fees;
- f. Promptly refer Program clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the Program;
- g. Under no circumstances, charge Program clients for services that are covered by the Program;
- h. Obtain signed annual consent forms from all Program clients for the release of their medical information to the Program and the State Department of Health for the purposes of case management, tracking, and reimbursement;
- i. Submit accurate demographic, screening, diagnostic, treatment, and any other data required by the State Department of Health in a timely manner and in the format required by the State. The Provider agrees that the reimbursement for clinical services will not be provided by New York State until such data has been submitted and accepted on the Program's data system;
- j. Maintain adequate business, financial, personnel, and other records that may be applicable to the program. The Provider shall make such records available to the State Department of Health and other authorized governmental agencies for inspection and copying at no charge;
- k. Assure that all licensed health care professionals at its facility are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the service they are providing;
- l. Immediately notify the State Department of Health if the Provider, or any employee thereof, has its professional license or certification voluntarily surrendered, restrict temporarily or permanently, reclassified, suspended, or revoked for any reason. If the Provider is indicted or convicted of a criminal offense, regardless of the nature of the offense, or if the Provider becomes subject to any disciplinary action taken by a governmental program, hospital, managed care organization, or licensing authority, the Provider shall also immediately notify the State Department of Health;
- m. Provide all information necessary to comply with the State Department of Health credentialing and recredentialing activities, and further to provide such information within a reasonable time period ;
- n. Accept, as payment in full, fund raising money, which may include Susan Komen Funds or donations from individuals or other organizations, for services related to breast procedures not covered by Program funds. The reimbursement

8. **PERFORMANCE MONITORING.** The County, through its Health Department shall monitor the performance of services by the Provider to ensure that the County is receiving the provision of services to designated patients.
9. **CONTRACT DEPENDING ON GRANT FUNDING.** The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement. Should the funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services set forth in the Agreement, the County shall have the option to immediately terminate the Agreement upon providing written notice to the Provider. In such an event, the County shall be under no further obligation to the Provider other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.
10. **TERMINATION.** This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Provider defaults in the performance of any of the Provider's obligations under this Agreement, the County may terminate the Agreement effective upon written notice served at any time upon the Provider, upon notice of termination the Provider shall immediately submit to the County all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
11. **ENTIRE AGREEMENT.** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

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

PROVIDER Rome Memorial Hospital, Inc.

DATE: 5/8/14

BY: Basil J. Aroglio

Print Name: Basil J. Aroglio
Presiden/CEO

Title: _____

**APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY**

**BY: _____
Asst. Oneida County Attorney**

APPENDIX A

**NEW YORK STATE CANCER SERVICE PROGRAM
MAXIMUM ALLOWABLE REIMBURSEMENT RATES
APRIL 1, 2013 TO MARCH 31, 2014***

	<u>Rate</u>	<u>CPT Codes***</u>
<u>SCREENING SERVICES</u>		
Assessment, Education and Clinical Breast Examination	\$ 36.39	99201
Assessment, Education, Pelvic Examination with Pap Test	\$ 36.39	99201
Screening Mammogram - Bilateral (Film or Digital)**	\$ 87.58	77057
Screening Mammogram - Bilateral Diagnostic (Film or Digital)**	\$ 110.15	77056
Screening Mammogram - Unilateral Diagnostic (Film or Digital)**	\$ 87.20	77055
<u>DIAGNOSTIC SERVICES</u>		
Diagnostic Mammogram-Unilateral (Film or Digital)**	\$ 87.20	77055
Repeat CBE	\$ 18.20	Half of 99201
Ultrasound - (Breast)	\$ 84.43	76645
Fine Needle Aspiration without Image Guidance	\$ 123.53	10021
Fine Needle Aspiration with Image Guidance	\$ 116.39	10022
Core Biopsy	\$ 124.50	19100
Incisional Biopsy	\$ 283.66	19101
Excisional Biopsy	\$ 405.38	19120
Vacuum-Assisted Biopsy with US Guidance	\$ 640.04	19103+76942
Stereotactic Biopsy with Standard Core Biopsy	\$ 340.48	77031+19100+ 19295+76098
Stereotactic Biopsy with Vacuum Assisted Rotating Device	\$ 682.50	77031+19103+ 19295+76098
Pre-Operative Ultrasonic Needle Localization & Wire Placement	\$ 311.18	76942+19290
Pre-Operative Mammographic Needle Localization & Wire Placement	\$ 182.23	77032+19290
Colposcopy without Biopsy	\$ 92.95	57452
Colposcopy with Cervical Biopsy and ECC	\$ 134.42	57454
Colposcopy with one or more Cervical Biopsies	\$ 122.45	57455
Colposcopy with ECC	\$ 115.81	57456
Diagnostic LEEP/LEETZ	\$ 277.76	57461
Diagnostic Cone Biopsy - Cold Knife or Laser	\$ 262.17	57520
Endometrial Biopsy	\$ 93.92	58100
Surgical Consultation	\$ 89.92	99203

(APPENDIX A CONTINUED)

PRE-OPERATIVE AND OPERATIVE PROCEDURES

Chest X-Ray	\$ 26.36	71020
Complete Blood Count (CBC)	\$ 10.95	85025
Electrocardiogram (EKG/ECG)	\$ 16.20	93000
Anesthesiologist Fee	\$ 150.00	
Article 28 Facility Fee - Core Biopsy	\$ 513.50	APC0005
Article 28 Facility Fee - Incisional/Excisional Biopsy	\$ 1,605.79	APC0028
Article 28 Facility Fee - Diagnostic LEEP/LEETZ, etc	\$ 1,299.79	APC0193

PATHOLOGY

Pap Smear Cytology, Conventional	\$ 14.97	88164
Pap Smear Cytology, Thin Prep	\$ 26.24	88142
High Risk HPA DNA Hybrid Capture 2 or Cervista HR	\$ 49.71	87621
Fluid Cytology, Breast & Nipple (not Vaginal/Cervical)	\$ 119.39	88173
Surgical Pathology - Level IV	\$ 90.63	88305

COLORECTAL PROCEDURES

FIT	\$ 17.64	82274
Colonoscopy	\$ 340.38	45378
Colonoscopy with Biopsy Single or Multiple	\$ 406.71	45380
Colonoscopy w/removal of Tumor(s), Polyp(s) by Hot Biopsy	\$ 403.34	45384
Colonoscopy w/removal of Tumor(s), Polyp(s) by Snare Technique	\$ 457.74	45385
Sigmoidoscopy	\$ 120.99	45330
Sigmoidoscopy with Polypectomy	\$ 256.87	45333
Flexible Sigmoidoscopy with Biopsy	\$ 144.76	45331
Radiological Exam; Colon, Barium Enema	\$ 135.34	74270
2 nd Technique-Colonoscopy Directed Biopsy	\$ 82.22	
Article 28 Facility Fee - Colonoscopy	\$ 523.18	APC0158
Article 28 Facility Fee - Sigmoidoscopy	\$ 392.22	APC0146

*Reimbursement rates are the higher of either 90% of the NY regional Medicare rate or the NYS Medicaid rate. *The Cancer Services Program of Oneida, Herkimer and Madison Counties falls into the Upstate region for Medicare rates.*

**NYS provides reimbursement for digital mammography and/or mammography with CAD at the conventional rate.

***These CPT codes are for reference only. Reimbursement is not limited to these CPT codes. Other CPT codes that fulfill the service/procedure as listed may also be reimbursed at these rates.

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____,
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing
have recommended the inclusion of the standard clauses set forth in this Addendum to be
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the
following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal
Requirements.**

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 waste and recyclables generated within the Authority's service area by
performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (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).
- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that 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 Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 Individual 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; and
 - 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 County's clients.

- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.
- c. -The Contractor shall:
 - 1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 - 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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 County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing

contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service 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. Where the payee does not have such number or numbers, the payees, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

By: Basil J. Ariglio

Oneida County Executive

Name: Basil J. Ariglio

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

July 23, 2014

FN 20 14-282

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: C-014776 WIC Local Agency

Attached are five (5) copies an Agreement between Oneida County – WIC Program and the New York State Department of Health.

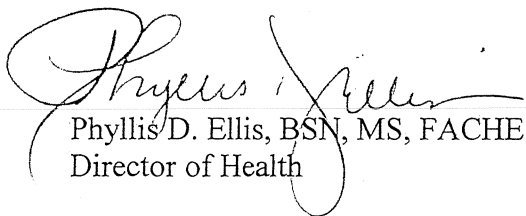
The goal of the WIC Program is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition/health education and counseling and linkages with other health and human service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

The term of this Agreement shall become effective on October 1, 2014 and remain in effect through September 30, 2015. Reimbursement is in the amount of \$1,293,428 and is 100% grant funded.

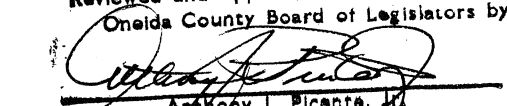
This is not a program mandated by Public Health Law.

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

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
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 8/1/14

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: Renewal

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: Michael Rimkunas
New York State Dept. of Health
Division of Nutrition
Bureau of Supplemental Foods
Riverview Center, 150 Broadway
6th Floor West
Albany, New York 12204-2719

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

DATES OF OPERATION: October 1, 2014 through September 30, 2015

TOTAL FUNDING REQUESTED: \$1,293,428

___ **NEW** **X** **RENEWAL** ___ **AMENDMENT** ___ **APPLICATION**

FUNDING SOURCE: 100% grant funded

Expense Account: A4082.495

Revenue Account: A4082

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Department of Health Division of Nutrition 150 Broadway, Suite 650 Albany, NY 12204-2719</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450000 CONTRACT NUMBER: C025776 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Oneida County of</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME: Special Supplemental Nutrition Program for Women, Infants and Children (WIC)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable): 075814186</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): 10.557</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 185 Genesee St 4th Fl, Utica, NY 13501 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:300100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number:</p>
<p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address 800 Park Avenue, Utica, NY 13501</p>	<p>Exemption Status/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C025776

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2009 To: 09/30/2015</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 10/01/2014 To: 09/30/2015</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$1,293,428</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)

Attachment C: Work Plan
 Attachment D: Payment and Reporting Schedule
 Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:
Oneida County Health Department

STATE AGENCY:
Department of Health

By: _____

By: _____

Anthony J. Picente, Jr.
Printed Name

Bradley J. Hutton
Printed Name

Title: Oneida County Executive

Title: Director, Center for Community Health

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A
Approved Site Listing

219 - Oneida County Health Department

Your Agency is served by the Department of Health's Central Regional Office.
They can be reached at (315) 477-8167.

You are approved to operate the following sites to provide WIC Services under the terms of the attached contract.

Site

<u>Number</u>	<u>Site Name</u>	<u>Address</u>
1	Oneida County WIC Program	617 South St Utica , NY 13501
2	Rome	301 W Dominick St Rome, NY 13440
3	Camden Queen Village Bible Church	10050 Wolcott Hill Rd Camden, NY 13316
4	Vernon	4343 Peterboro St Vernon, NY 13476
5	Sauquoit	2922 Oneida St Sauquoit, NY 13456
6	Boonville United	105 Ann St Boonville, NY 13309
7	Village of Waterville Community Room	122 Barton Ave Waterville, NY 13480
8	Mohawk Valley Community College MVCC	1101 Sherman Dr Rm 116 Utica, NY 13501
9	Holland Patent	7835 Church St Holland Patent, NY 13354
15	Oriskany - Cornell Cooperative Extension	121 Second St Oriskany, NY 13424

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

Department of Health Program Name: Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

Initiative Name: Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

A. Automation Equipment and Software: *Women, Infants and Children Program Statewide Information System (WICSIS)*

1. The CONTRACTOR must utilize the New York State WIC Program Statewide Information System (WICSIS) software, hardware and communication devices per Section V, Property, of the contract.
2. The CONTRACTOR agrees not to add, modify, move or remove any software or hardware from the WICSIS without prior written consent of the STATE.
3. The CONTRACTOR must make reasonable efforts to protect WICSIS equipment or software from damage or loss due to negligence, misuse or theft. The STATE will seek to recoup costs incurred for repairing or replacing WICSIS equipment or restoring WICSIS service where such loss of equipment or disruption to service could have been prevented by the reasonable efforts of the CONTRACTOR and where the CONTRACTOR's negligence, damage, misuse or theft has caused loss of WICSIS equipment or disruption of WICSIS services. Such costs to be recouped shall not exceed those actually incurred by the STATE through its contracts for the maintenance and operation of WICSIS.

Any or all of these costs, including, but not limited to replacement costs, may be increased by the STATE's contractors at any time in the future. A list of replacement costs for certain, specific items of WICSIS equipment is attached to this Appendix as ATTACHMENT 1. The prices listed are solely for the purpose of estimating replacement and installation costs for these items. Actual costs may vary from those listed.

4. The CONTRACTOR remains responsible for safeguarding the confidentiality of WIC Program participant information located or transmitted on WICSIS equipment in the CONTRACTOR's care, custody and control, according to the applicable provisions of laws and regulations, as specified in Section VI, paragraph C, Safeguards for Services and Confidentiality, of the contract.
5. Failure to comply with the preceding clauses in this Appendix may result in removal of the CONTRACTOR from the WIC Program.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

B. Audits

1. The STATE reserves the right to use statistical sampling and/or extrapolation of its audit findings to assess the CONTRACTOR's liability for administrative funds and/or the value of supplemental food instruments identified as misused or diverted from Program purposes(s) through negligence, fraud, misuse or otherwise.

C. Confidentiality

1. Medicaid Confidential Data includes, but is not limited to, names and addresses of Medicaid applicants/recipients, the medical services provided, social and economic conditions or circumstances, the Department's evaluation of personal information, medical data, including diagnosis and past history of disease and disability, any information regarding income eligibility-and amount of medical assistance payment, income information, and/or information regarding the identification of third parties, . Income information received from SSA or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data . Also any information received in connection with the identification of legally liable third party resources under 433.138 of this chapter.

Each element of Medicaid confidential data is confidential regardless of the document or mode of communication or storage in which it is found.

Note that this contract involves the Medicaid Confidential Data (MCD) of recipients and possibly applicants, both of which are confidential pursuant to Section 367b(4) of the N.Y. Social Services Law, 42 U.S.C. Section 1396(a)(7), Section 1902(a)(7) of the Social Security Act and 42 C.F.R. Section 431.300 et seq.

NO DISCLOSURE OF MCD IN YOUR POSSESSION CAN BE MADE TO ANY OTHER PERSON OR ENTITY WITHOUT THE PRIOR WRITTEN PERMISSION OF THE NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH), MEDICAID CONFIDENTIAL DATA REVIEW COMMITTEE (MCDRC). LIKEWISE, NO USE(S), OTHER THAN THE USE(S) OF MCD APPROVED IN THIS DATA EXCHANGE APPLICATION AND AGREEMENT, CAN BE MADE OF THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF NYSDOH, MCDRC.

Also, pursuant to Section 367b(4) of the NY Social Services Law, information relating to persons APPLYING FOR medical assistance shall also be considered confidential and shall not be disclosed to persons or agencies without the prior written approval of the New York State Department of Health.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

2. AIDS/HIV Related Confidentiality Restrictions:

Also note that Medicaid Confidential Data (MCD) may contain HIV related confidential information, as defined in Section 2780(7) of the N.Y. Pub. Health Law. As required by N.Y. Pub. Health Law Section 2782(5). The New York Department of Health hereby provides you with the following notice:

HIV/AIDS NOTICE

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 agrees that any further disclosure of MCD requires the prior, written approval of the New York State Department of Health (NYSDOH), Medicaid Confidential Data Review Committee (MCDRC). The Contractor will require and ensure that any approved agreement, contract or document with a subcontractor contains the above Notice and a statement that the subcontractor or other party may not disclose the MCD without the prior, written approval of the NYSDOH MCDRC.

3. Alcohol and Substance Abuse Related Confidentiality Restrictions

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

D. Reports: The following reports are listed in Attachment D – Payment and Reporting Schedule

1. *Monthly Budget Statement and Report of Expenditure (BSROE) and Voucher* – due close of business 45 days after the end of the reporting period.
2. *Breastfeeding Progress Report* – due to central and regional office 45 days after the end on the month being reported.
3. *Monthly Personnel Vacancy Report* – due concurrent with the monthly voucher.
4. *Local Agency Compliance and Self-Assessment Report (LACASA)* – due November 1.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

5. *Nutrition Services and Administration Local Agency Time Effort Study data and Nutrition Services and Administration Expenditure Report (NSA)* for the previous year due close of business December 1.

6. *Closeout or Supplemental Voucher* – due close of business November 15.

7. *A-133 Single Audit Report* – As required by Attachment A-1 Part A. Copies must be submitted to the DOH Audit Clearinghouse, the Federal Single Audit Clearinghouse and the DOH Division of Nutrition.

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS
Part A. AGENCY SPECIFIC CLAUSES

A. Federal Certifications: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds:

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

b) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or 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. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

c) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

(i) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an

officer or employee of an 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 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.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, title 31, 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.
 - (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
 - (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

- (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

2. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

3. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after

August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

a) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

- (vi) 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.
- (vii) 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 Non-procurement Programs.
- (viii) 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.
- (ix) Except for transactions authorized under paragraph "e" 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.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- (i) 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 agency.
- (ii) 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.

B. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000,

and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

Part B. Program Specific Federal Clauses

Attachment A-2 Part B intentionally omitted.

ATTACHMENT B

B-1 Expenditure Based Budget

Project Name: 219 Oneida County Health Department

Contractor SFS Payee Name: Oneida County of

October 1, 2014 – September 30, 2015

Personal Service

Program Support
Non-Direct
Competent Professional Authority
Total Salaries
Direct Fringe
Non-Direct Fringe
Total Fringe
Total Personal Service

Budget Amounts for each
item to be generated from
Call Letter Attachment
J – Budget Worksheets

\$622,533

\$319,450

\$941,983

Other Than Personal Service (OTPS)

Space
Other Non-Personal Service
Total Other Personal Service
Direct
Indirect
Subtotal Allowable Reimbursement
Breast Pumps
SAR and Breast Pumps
Enhanced Peer Counseling
Unallocated

\$191,434

\$1,175,844

\$1,175,844

\$1,182,324

\$1,293,428

Grand Total

An average caseload monthly service level of 6,000 participants is assigned commensurate with this budget. WIC Participation is defined in CFR 246.2 as "pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or food instruments under the Program, and the breastfed infants of participating women." Service to less than the assigned caseload may result in a reassignment of caseload and associated funding in the current and/or subsequent contract years.

NOTE: Unallocated Funds are used at the discretion of the NYS DOH
No funding in the Unallocated Budget Line can be accessed without prior approval by the NS DOH.

Federal funds are being used to support this contract. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 10.577

Attachment C: Work Plan

WIC LOCAL AGENCY WORKPLAN

I. CONTRACTOR SERVICE AREAS

The Contractor identified on the cover page of this Grant Contract is responsible for providing all required WIC Program activities for the following planning areas:

Oneida

The State may, at its discretion, reassign service areas resulting in an increase or decrease to the areas served.

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

1. Contractor will provide WIC services in accordance with New York State WIC Program policy to program participants based on the Department of Health assigned caseload target per contract reimbursement requirements. Service to less than the assigned caseload target may result in a reassignment of caseload and associated funding in the current contract year and/or in the subsequent contract year.
2. Contractor will perform all duties outlined in this Attachment and provide all reports required in Attachment D: Payment and Reporting Schedule.
3. Contractor will comply with all requirements prescribed by 7CFR Part 246 (WIC Regulations), New York State WIC requirements, policies and procedures as described in the New York State WIC Manual and on-going policy and procedure changes incorporated through New York State WIC memorandums.
4. Contractor will spend at least **16.67%** of their expenditures on allowable nutrition education activities and **3.39%** on breastfeeding promotion and support activities for each fiscal year.

IV. SPECIFIC DELIVERABLES

The WIC local agency (LA) will have responsibility for the following required deliverables and all associated tasks.

Personnel

Staffing:

Establish and promptly fill all budgeted WIC positions with credentialed staff as required by Federal regulations and State guidelines to maintain funded staffing pattern. Keep the State informed of new WIC Directors and key WIC personnel changes.

Designate a WIC Director who is located on-site at the local agency; the FTE allocated to WIC Program management and oversight must be appropriate for the caseload assignment and approved by the State regional office.

Have on staff or contract with at least one qualified WIC Competent Professional Authority (CPA), to perform the necessary certification procedures and relevant participant-centered counseling/education. Employ the appropriate number of CPAs to meet the needs of the agency.

Have on staff or contract with at least one qualified CPA 3 (High Risk Competent Professional Authority) (CPA), to provide and perform all high risk activities, including nutritional assessment, care plans and relevant participant-centered counseling. Employ the appropriate number of CPA 3s (High Risk CPAs) to meet the needs of the agency.

Ensure that all CPA staff obtains 24 hours of continuing education every three years in topics relevant to WIC, and document continuing education in the LA Training Log.

Support Certified Lactation Counselor (CLC) and International Breastfeeding Certified Lactation Counselor (IBCLC) credentials among local agency staff.

Designate a local agency Breastfeeding Coordinator, Substance Abuse Coordinator, Outreach Coordinator and National Voter Registration contact in accordance with WIC Program requirements.

Provide supervision of the WIC Director and other WIC personnel, oversight of program planning and development of WIC Program.

Hire staff who can provide culturally/linguistically competent service that facilitates communication with participants.

Training and Communication:

Maintain current job descriptions, specific to WIC responsibilities, and update annually.

Meet all WIC Program staff training and competency requirements and document training attendance. New WIC staff must complete Basic WIC Skills Training provided by the WIC Training Center within six months of their hiring date.

Ensure and document that WIC staff attends mandatory WIC Policy and WICSIS training conducted by the State or the WIC Training Center and train other agency staff who did not attend. A WIC local agency may be billed for no-showing a training course that was not properly cancelled prior to 48 hours of the scheduled course date.

Provide regular in-service training with documentation of attendance.

Provide means for regular communications to staff of revisions of WIC policies, WICSIS Communiqués and procedures.

Documentation:

Maintain personnel files to include copies of college transcripts, current professional license/registration/certification, resumes for competent professional authorities and para-professional staff.

Substantiate and document all personnel issues and transactions, including time and attendance and time distribution records that record work hours of all employees for which reimbursement is requested under this contract.

Ensure at the time of hire that staff and volunteers sign a WIC confidentiality agreement which must be kept in their personnel file as outlined in NYS WIC Program Manual.

Scheduling and Space

Establish State approved WIC service sites in the areas of high unmet need.

Follow “WIC Site Development Guide” for all site development and closure activities.

Provide sufficient space for all WIC Program activities, including certification, nutrition education, counseling, check issuance, waiting and office space, as needed. Maintain WIC Program space in a safe, clean, children/customer friendly environment of adequate size.

Provide a breastfeeding-friendly clinic environment that encourages breastfeeding as the preferred method of infant feeding and includes a designated private breastfeeding area.

Provide program space that is accessible to people with disabilities.

Establish appointment schedules at all sites, giving consideration to participant needs as follows:

All WIC sites must offer lunchtime appointments to accommodate working families. Alternative hours outside of the agency's normal hours of operation and exclusive of lunch time appointments must be offered at all of the local agency's permanent sites. For example: If an agency's normal clinic hours are 9:00 a.m. to 5:00 p.m., the WIC clinic may operate an alternative schedule of 11:00 a.m. to 7:00 p.m. This schedule would provide 2 hours toward the minimum number of alternative hours.

The alternative-hours schedule must provide, at a minimum, a total number of alternative hours based upon the agency's current Federal fiscal year's caseload target as follows:

Assigned Caseload Targets	Minimum # of Alternative Hours/Month
1,500 or less	8
1,501 – 3,500	12
3,501 – 7,000	16
7,001 or greater	24

Obtain prior written approval from the State regional office before implementing an alternative-hours schedule.

Ensure the clinic site is clearly identified with signs posted that include the name of the local agency and the hours of operation.

Provide an environment that is culturally and linguistically appropriate. Signs, pamphlets, bulletin boards and answering machines need to portray a welcoming environment.

Assume responsibility for preparing any new site in accordance with a site modification plan approved by the State (HVAC, electrical renovations, cabling, telecommunications, etc.). Provide sufficient notice to the State of all proposed site moves, site closures, and expansions. All site changes must be discussed with and pre-approved by the State.

Certification

Enroll applicants within Federal and State timeframes: high-risk applicants within 10 calendar days; all other applicants within 20 calendar days.

Ensure no applicant or participant incurs any costs when applying for WIC Program benefits.

Verify all participants (including infants and children) are present at certification.

Ensure all WIC participants are income, categorically and residentially eligible, and at

nutritional risk. Maintain supporting documentation, and verify and document all certification requirements.

Provide all Program applicants/participants with notification of certification/recertification time frames and requirements.

Provide for participant transfers in accordance with Verification of Certification (VOC) procedures.

Have procedures in place and maintain compliance with State policies for extended infant and breastfeeding certifications and mid-certification evaluations.

Inform WIC participants of their Rights and Responsibilities at each certification.

Submit certification data to the State in accordance with State policy.

Issue WIC identification cards in accordance with requirements outlined in NYS WIC Program Manual.

Provide all adult applicants and participants with written information on:

- Medicaid
- Food Stamp Program
- Temporary Assistance to Needy Families Program
- Child Support Enforcement Program

Income:

Verify active Medicaid status using approved methods in accordance with State policy.

Use the income eligibility guidelines provided by the State annually.

Use the Family Health Plus-Medicaid-WIC-Child Health Plus Combined Application for infants, children and pregnant women applying for WIC and Medicaid.

Conduct annual quality assurance reviews, as required in the Local Agency Compliance and Self Assessment (LACASA) on all WIC staff involved in the income determination and documentation process. Maintain documentation on file at the local agency. Ensure resolution of problems identified through this quality assurance process.

Food Instrument Issuance

Issue WIC checks to eligible participants in accordance with policies outlined in NYS WIC Program Manual, State guidelines and Federal regulations, specifically:

- Adhere to WICSIS check production standards and requirements. Non-compliance with check production requirements may result in the imposition of fees to the agency to offset

additional costs incurred by the NYS WIC Program for the manual processing of these checks.

- Ensure systems are in place to include quality control tests that facilitate the automated processing of WIC checks through the Federal Reserve banking system.
- Establish and implement internal controls, including inventory and reconciliation procedures in accordance with WIC requirements.
- Follow all WIC requirements and procedures related to the “void” and “return and reissue” WICSIS functions.
- Follow WIC requirements and procedures for handling lost or stolen checks.

Provide security measures for WIC checks, check stock, WIC identification cards, and Special Formula Food Instruments (SFFI) and registers.

Issue Special Formula Food Instruments in accordance with policies outlined in NYS WIC Program Manual and State guidelines.

Produce and issue manual checks to eligible participants in accordance with policies outlined in NYS WIC Program Manual, specifically:

- Develop and implement appropriate safeguards to ensure accountability and security of manual check inventories, including separation of duties, inventory maintenance, check production, reconciliation and disposition.
- Generate reports to ensure that all manual checks are appropriately reconciled.

Conduct annual quality assurance reviews, as required in the LACASA on all WIC staff involved in the check issuance process. Maintain documentation on file at the local agency. Ensure resolution of problems identified through this quality assurance process.

Respond promptly to State requests for information on food instrument issues.

Provide for the use of “proxies” in accordance with policies outlined in NYS WIC Program Manual.

Provide participants with necessary information and culturally sensitive program materials for use of WIC checks in appropriate languages.

Confidentiality

Ensure a reasonable degree of privacy for confidential purposes during staff and participant interactions.

Establish and implement a system to ensure confidentiality of participant and vendor records (electronic and paper). Maintain all WIC files (active and inactive) in a secure location. Local agency staff are responsible for maintaining the security of participant records.

Ensure participant and staff cell phones are turned off in the clinic by prominently posting a

notice prohibiting cell phone use in the clinic.

Obtain written consent from applicants/participants before photographs or voice recordings are taken.

Develop and implement policies and procedures to ensure applicant/participant information is only disclosed to those individuals who are allowed access according to Federal regulations.

Establish Memorandums of Understanding (MOU) with other public organizations before sharing individual level WIC information. MOUs must be approved by the State before they become effective.

Inform the applicant/participant when the WIC local agency and a public organization have a written agreement for the sharing of WIC information and allow the opportunity to refuse to share individual information.

Obtain approval by the NYS WIC Program before allowing access to WIC applicant/participant information for purposes of research. The research proposal must have Institutional Review Board approval. Ensure all procedures, outlined in NYS WIC Program Manual, are followed for research conducted under of the auspices of that WIC Program.

Records and Reports

In addition to retaining records for current year, retain records of food delivery, equipment purchases, certification, nutrition education, financial operations, and fair hearings for six years after closeout of the fiscal year to which they pertain.

Provide monthly, a report on the number of authorized positions, the current vacancy rate, and activities underway to fill vacant positions.

Establish a procedure for the destruction of WIC records that will not be stored in the LA record retention system. This includes records that are being removed from the LA record retention system.

Establish and maintain a current inventory of all tangible items supplied by the NYS State WIC Program as defined by policies outlined in NYS WIC Program Manual.

In accordance with the Operations Calendar, generate and/or review, respond to and maintain WIC reports as required by State WIC policies and procedures.

Prepare and Submit Nutrition Services and Administration Time and Effort Studies and Expense Reports as required.

Maintain compliance with National Voter Registration Act (NVRA) record retention and reporting requirements.

Maintain the annual LACASA documentation and Final Summary and work to correct any deficiencies identified, achieve established goals and implement the nutrition services plan.

Maintain and ensure that the following are accessible to all WIC staff:

- The NYS WIC Program Manual;
- A LA WIC Policies and Procedures Manual.
- A staff training log for all staff which details agendas, dates and attendees of training sessions;

Ensure that staff know how to access LA memos, WICSIS Communiqués, documents on the Common (K:) drive, and all other material that is distributed to LA staff by the State.

Implement a policy to distribute WIC Program material that is not readily accessible to all LA staff.

Cooperate fully with State Bureau of Special Investigations (BSI) staff and all other authorized persons, agencies, and entities identified in, State of New York Master Contract for Grants.

Quality Assurance

Conduct surveys as directed by the NYS State WIC Program.

Use caseload and certification reports as program management quality assurance tools.

Annually conduct a thorough local agency self assessment to evaluate compliance with policies, procedures, rules and regulations governing the NYS WIC Program using the State-developed LACASA documents.

Develop and implement a LA quality assurance (QA) program which utilizes forms and publications distributed by the State. At a minimum, the QA program must identify and resolve problems identified through reviews required in the LACASA in the following areas:

- Income determination;
- Check issuance;
- Hematology;
- Anthropometry; and
- Nutrition assessment/education/counseling.

Conduct local agency record reviews as required in the LACASA.

Local Agency WIC Policy and Procedure Manual

Develop and maintain a LA WIC Policy and Procedure Manual.

At a minimum, the LA WIC Policy and Procedure Manual must include policy and/or procedure concerning:

- Voter registration duties and training;
- Documentation of nutritional risk;
- Notification of ineligibility;
 - Nutrition education and high-risk protocols;
 - Compliance with State policy to purchase and issue breast pumps;
- Missed certification appointments;
- Missed appointments/no show;
 - Protocol when participant asks that information be sent to third party;
 - Outreach efforts with health care providers;
- Outreach to potential eligibles;
 - Initial anthropometry and hematology training;
- Mandatory staff training, staff development, scheduling and attendance, and documentation;
 - Breastfeeding coordinator's responsibilities;
 - Breast pump program;
 - Disposition schedule for records;
- Budget protocols;
- Computer security;
- Emergency preparedness and disaster plan; and
- Travel policy.

Caseload Management and Outreach

Manage the local agency caseload to ensure that the highest risk participants are given priority.

Perform monthly evaluations of caseload counts and no-show data and plan operations to accommodate caseload changes.

Conduct patient flow studies and analyze the findings to identify ways to improve operating efficiency and decrease wait time for participants as needed.

Refer individuals to other Federal, State or community programs for which they may be eligible.

Establish a waiting list for eligible participants only when directed to do so by the State. Participants placed on the waiting list must be referred to other food assistance programs.

Outreach/Retention Coordination:

Develop and implement outreach strategies to target WIC benefits to all eligible populations.

Use State generated data and Geographical Information Systems (GIS) maps to evaluate the need for services in areas of unmet need.

Target outreach activities to identify and serve (if applicable):

- Prenatal Women Early in Pregnancy;
- Rural Residents;
- Migrant (or Seasonal) Farm Workers;
- Foster Children;
- Infants/Children in Care of Child Welfare Authorities (including infants exposed to drugs perinatally);
- Head Start and Early Head Start Infants/Children;
- Employed Eligible;
- Homeless and Immigrants; and
- Native Americans.

Provide WIC Program information to low-wage employers in the planning area.

Contact health care providers annually to provide them with the latest WIC information.

Develop and distribute WIC outreach packets which include written information about WIC eligibility requirements and health promotion materials. Maintain an outreach log or tracking system for the distribution and update material as needed.

Implement procedures to contact each pregnant woman who missed her first appointment to apply for participation in the program in order to reschedule the appointment.

Financial Accountability

Establish and maintain a financial management system that ensures accountability for all WIC Program funds and meets the applicable requirements listed in 2 CFR, Part 225, 2 CFR Part 220, and 2 CFR Part 230; Federal WIC Regulations 7CFR246.14(a)(1); the NYS WIC Program Manual; and the LA contract.

Develop and implement approved cost allocation methodologies that ensure accurate accounting for any costs shared by WIC and other agency programs. Personal Service costs must be supported by time distribution records adequate to trace employee effort to each cost objective or funding source.

Develop and submit an annual WIC administrative budget proposal within the format required by the WIC Program by the established deadline. The budget must include all WIC administrative costs and clear and complete written justifications for all budgeted items. Submit to the Regional Office all budget change requests, with a full justification, in the

required format and within established timeframes.

Submit accurate monthly vouchers and statements of expenditures in accordance with established timeframes and maintain supporting documentation that substantiates expenses claimed.

Submit A-133 audit reports to the WIC Program and Federal Single Audit Clearinghouse, as required.

Maintain time and attendance records for all WIC funded staff. Implement an acceptable methodology to certify time and attendance records.

Participant's Rights and Responsibilities

Provide orientation, program information and nutrition education materials in appropriate languages and at appropriate literacy level.

Review participants' rights and responsibilities in an appropriate language with each applicant at each visit.

Ensure the standard non-discrimination statement is on all locally produced forms and informational materials as required by policies outlined in NYS WIC Program Manual.

Display the "and Justice for All" posters at all sites.

Ensure customer complaints are received and resolved promptly, courteously and respectfully and in accordance with WIC requirements.

Advise participants of their rights to a fair hearing and follow proper fair hearing procedures.

Offer all applicants the opportunity to register to vote at certification, recertification or when an address change has occurred.

Farmers' Market Nutrition Program

Participate in the Farmers' Market Nutrition Program (FMNP) if an authorized market exists within the planning area served by the agency.

Provide nutrition education regarding the benefits of fresh fruits and vegetables.

Where available, coordinate nutrition education and outreach efforts with State and Cornell Cooperative Extension staff for FMNP initiatives.

Instruct participants on the proper use of FMNP checks.

Conduct annual participant surveys and coordinator evaluations as directed by the State.

Vendor Relations

Maintain lists of the Vendor Management Agencies (WIC VMA) and local vendors.

Maintain ongoing communication with Vendor Management Agencies that are responsible for the enrollment, training and monitoring of vendors.

Refer inquiries from retail food vendors seeking information on enrolling and participating in the WIC Program to the appropriate WIC Vendor Management Agency.

Respond to information from Vendor Management Agencies and State staff regarding participant errors in food instrument redemption. Work with WIC participants to reinforce proper food instrument redemption.

Contact local vendors to facilitate arrangements for special formulas needed by participants.

Seek assistance from Vendor Management Agencies in locating stores/pharmacies that stock special formulas.

Nutrition Services

Nutrition/Health Risk Assessment:

Obtain and accurately record height (length) and weight measurements for all participants on site for each certification within required timeframes.

Conduct a complete nutrition assessment for each participant. Assessment includes, but is not limited to: review of immunization status, hemoglobin/hematocrit levels, nutrition/health screening, and identification of medical conditions.

Use the standardized NYS State WIC assessment tools including, but not limited to, growth charts for infants and children; prenatal weight gain grids; BMI charts; high-risk care plans; and NYS WIC Medical referral form.

Obtain and accurately record hemoglobin (Hgb) and/or hematocrit (HCT) values for all participants on site as outlined in the NYS WIC Program Manual.

Ensure the following requirements are met:

Blood work:

Comply with blood work requirements in accordance with policies outlined in NYS WIC Program Manual.

Ensure compliance with Clinical Laboratory Improvement Amendments (CLIA), and Occupational Safety and Health Act (OSHA) standards.

Ensure compliance with policies outlined in NYS WIC Program Manual for frequency of verification, calibration and certification of hematological equipment.

Complete annual Hematology Quality Assurance reviews, as required in the LACASA, for all WIC staff who performs or records hematology testing. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Anthropometry measurements:

Comply with State specifications for anthropometry equipment.

Ensure compliance with policies outlined in NYS WIC Program Manual for frequency of verification, calibration and certification of anthropometric equipment.

Complete annual Anthropometry Quality reviews, as required in the LACASA for all WIC staff who conducts, plots or records anthropometry measurements. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Nutrition Education:

Evaluate nutrition education materials and ensure that all education materials used in the NYS WIC Program meet the criteria provided by the State.

Complete annual Nutrition Assessment/Education/Counseling reviews, as required in the LACASA, for all WIC staff involved in conducting complete nutrition assessments and/or providing participant-centered education/counseling. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Offer a minimum of two participant-centered nutrition education contacts per certification period in a language appropriate for participants, in a location that minimizes noise and distractions and maximizes privacy and effectiveness. Target nutrition counseling to the participants' identified risks, needs, level of nutrition/health knowledge, understanding, interests, culture, and psychosocial situation.

Offer facilitated group discussion for nutrition education contacts for each participant category.

Document in each participant's WICSIS record that nutrition education has been offered and/or provided, and topics addressed.

Screen all participants for high-risk status and provide an individualized nutrition care plan for participants identified as high risk, in accordance with policies outlined in NYS WIC Program Manual.

Provide an individual nutrition care plan for any participant, parent or caretaker upon request.

Offer a minimum of one high-risk participant-centered counseling contact to each high-risk participant during each certification period.

When appropriate, refer participants to health, social, and educational services. Document all referrals made in participants' WICSIS record.

Refer infants and children whose immunization status is "not up to date for age" to immunization programs, document in the WICSIS record.

During initial and subsequent certifications, screen all prenatal, postpartum, breastfeeding participants for tobacco use, secondhand smoke exposure and substance abuse. Provide smoking and substance-abuse education and referrals to adult participants and caregivers.

Maintain and make available for distribution a list of all local resources for substance-abuse counseling and treatment.

Develop a Healthy Lifestyle initiative that incorporates obesity prevention and physical activity interventions such as "Eat Well, Play Hard" and "Fit WIC" into nutrition/health education, counseling, and clinic operations.

Expend annually at least one-sixth (16.67 percent) of the total Nutrition Services and Administration funds of the WIC local agency budget on nutrition education. Provide documentation of nutrition education costs to the State as required.

Develop and implement a plan to coordinate operations locally with special counseling services, such as the Expanded Food and Nutrition Education Program, Immunization Programs, Programs for Breastfeeding Promotion, Prenatal Care, Well Child Care, Family Planning, Drug Abuse Education, Alcohol and Drug Abuse Counseling and Treatment, Child Abuse Counseling, Temporary Assistance to Needy Families (TANF), The Food Stamp Program, Maternal and Child Health Care, and Medicaid.

Breastfeeding Promotion and Support

Maintain a clinic environment that promotes breastfeeding.

Purchase and issue breastfeeding aids and breast pumps which directly support the initiation and continuation of breastfeeding in accordance with the policies and procedures of the program.

Provide breastfeeding information to all prenatal participants, and promote and support breastfeeding among participants.

Maintain and make available for distribution a list of resources for breastfeeding counseling and support services.

Maintain an Enhanced Breastfeeding Peer Counselor program for breastfeeding support among WIC women as outlined in NYS WIC Program Manual. Utilize the Breastfeeding Prenatal List and Breastfeeding Infant List reports to ensure that peer counselors are assigned to participants.

Evaluate breastfeeding initiation, duration and status reports routinely and review breastfeeding activities, education and peer counseling for effectiveness annually.

Complete monthly and annual breastfeeding reports within specified timeframes.

Expend annually at least 3.39 percent of the total Nutrition Services and Administration funds of the WIC local agency budget on breastfeeding promotion and support. Provide documentation of breastfeeding costs to the State as required.

Food Package

Comply with policies and procedures outlined in NYS WIC Program Manual when prescribing food packages; e.g., special infant formulas, goats' milk, and homeless/disabled, etc.

Maintain documentation in participants' WISCIS record to justify the issuance of the food package prescribed, or the prescribed/additional/special formula, or the non-standard food package.

Comply with policies outlined in NYS WIC Program Manual when issuing ready-to-feed, and premature infant non-contract formulas.

Ensure the issuance of all authorized foods is within food package categories up to maximum quantities allowed by USDA.

Ensure the tailoring of food packages according to categorical, medical, and nutritional needs of participants, and ensure the food package prescription guidelines meet requirements.

Provide each participant with information on value and use of WIC foods in the appropriate language.

WIC Program Statewide Information System (WICSIS)

Utilize the New York State WIC Statewide Information Systems' (WICSIS) software, hardware, and communication devices according to State policies.

Ensure no software or hardware is added, modified, or removed any from any State issued automated data processing (ADP) equipment (WICSIS infrastructure) without notification to and written consent from the State.

Assume responsibility for damage or theft of State issued ADP equipment and maintain insurance for all ADP equipment. Reimbursement or recoupment for loss, damage or replacement of any State issued ADP equipment will be sought through a mechanism at the State's discretion.

Return or dispose of State issued software, ADP equipment, and communication devices as directed by the State.

Establish and maintain an inventory of all WICSIS equipment and supplies. The WICSIS equipment inventory must be submitted annually with the Local Agency Budget/Contract Renewal.

Develop an emergency preparedness plan in compliance with the policy outlined in NYS WIC Program Manual. The plan must include the State's backup system (manual checks) implemented, when necessary, to ensure that participants receive benefits.

Comply with monthly inventory tracking requirements for manual checks and WICSIS supplies (check stock, MICR toner) to ensure uninterrupted service to participants.

Maintain a POTS (plain old telephone service) line in the server room. The POTS line must be dedicated to serve as a backup data line and to enable remote diagnostics of the server.

Transition Requirements

Follow the WIC Site Development Guide for all site changes, including: moves, closures, consolidations and new requests.

Provide sufficient time for site development in accordance with the guide and ensure all pertinent parties are notified in a timely manner of the need for the site move or closure.

Develop a work plan for site changes that includes a contingency plan for provision of services during the site change process.

Develop and submit for State approval a local agency transition work plan to ensure an orderly and controlled transition of operations to a successor Contractor. The work plan must include a contingency plan for provision of services during the transition.

Continue to provide services and notifications to WIC participants as directed by the State during the transition period.

Maintain staffing adequate to meet obligations under the contract during the transition period.

FEDERAL-STATE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC) AGREEMENT (FNS-339)

“USDA/Food and Nutrition Service (FNS) and the WIC State Agency in the State of New York agree to abide by the requirements set forth in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760(b), as amended by Section 361 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) to support full use of Federal funds provided to the State Agency for the administration of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and exclude such funds from State budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC Program.”

Contractor will comply with this obligation and exclude funding provided through this contract from Contractor imposed budget restrictions or limitations consistent with the above quoted Federal-State Agreement.

Attachment D FFY 2015 WIC Site Information Form

219 - Oneida County Health Department
Version 1.11

If the Submit By Email button does not work, please email this file as an attachment:

TO: wicbudget@health.state.ny.us
SUBJECT: WIC Site Information: 219 - Oneida County Health Department

Please enter all available site information.

Temporary sites only require a Physical Address. Permanent Sites require all three types of address listings, but the addresses can be the same. If the site is proposed (approved in Attachment A, but not yet open), enter as much information as is known and check the "This site is not currently open" check box next to the site type drop down.

The Main Contact person for the site is the person to contact at the site if the Department of Health has questions. This information will not be shared with participants.

The phone number and fax information provided for all permanent sites will be shared with WIC participants and other state agencies.

To change a certain type of address, select the blank line in the "Same as" address dropdown. This will un-hide the address lines, and you will be able to edit address.

A brief description of each site's schedule is also requested. Please include: the days of the week the site will be open, the hours of operation for each day, and the weeks/months the site is open.

Examples:

A set weekly schedule

Monday - Friday 9 AM to 5 PM, Each week, Each Month

OR

Site is open late twice a month

Monday 12 PM - 8 PM, 1st and 3rd Mondays, each month

Monday 9 AM - 5 PM, the other Mondays, Each Month

Tuesday - Thursday 9 AM to 5 PM

OR

Site is only open during the summer

Wednesday 9 AM - 5 PM, 1st Wednesday, June, July, and August

Address Type Definitions

Physical Address - The actual location of the WIC Clinic. (P.O. Boxes are not allowed)

US Mail Address - The address used when mailing through the US Postal Service. (P.O.Boxes are allowed)

Shipping Address - The address used when mailing through a private shipping company (i.e. Fed Ex, UPS) (P.O. Boxes are not allowed)

Add a Site

Site Number* Site Name

Site Type

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title First Name Last Name
Suffix Title

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number Extension
Fax Extension

Site Address Information

Physical Address

Same as

Street Address	617 South St		
Floor/Room Number			
City	Utica		
State	NY	ZIP	13501

US Mail Address

Same as

Shipping Address

Same as

Site Schedule Description

Monday, Thursday, Friday - 8:30-4:00pm
Wednesday - 8:30-7:00pm

Add a Site

Site Number*

Site Name

2 Rome

Site Type

Permanent

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
 Suffix Title WIC Program Manager

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number (315) 356-4755 Extension
 Fax (315) 356-4758 Extension

Site Address Information

Physical Address

Same as
 Street Address 301 W Dominick St
 Floor/Room Number
 City Rome
 State NY ZIP 13440

US Mail Address

Same as Physical

Shipping Address

Same as Physical

Site Schedule Description

Monday, Tuesday, 2nd and 5th Thursday and Friday - 8:30-4:00
 Wednesday - 8:30-7:00pm
 (1st, 3rd and 4th Thursday main site closed all staff are at scheduled temp sites)

Add a Site

Site Number*

Site Name

3	Camden Queen Village Bible Church
---	-----------------------------------

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
Suffix _____ Title WIC Program Manager

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____
Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	8 N. Park Street		
Floor/Room Number			
City	Camden		
State	NY	ZIP	13316

Site Schedule Description

1st Thursday each month 9:30-3:00

Add a Site

Site Number*

Site Name

4 Vernon

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
 Suffix _____ Title WIC Program Manager

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____
 Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	4343 Peterboro St		
Floor/Room Number	Holy Family Church		
City	Vernon		
State	NY	ZIP	13476

Site Schedule Description

4th Tuesday every 3 months 9:30-Noon

Add a Site

Site Number* Site Name

Site Type

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title First Name Last Name
Suffix Title

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number Extension
Fax Extension

Site Address Information

Physical Address

Street Address	2922 Oneida St		
Floor/Room Number	Union Presbyterian Church		
City	Sauquoit		
State	NY	ZIP	13456

Site Schedule Description

2nd Monday each month 9:30-3:00pm

Add a Site

Site Number*

6

Site Name

Boonville United

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
 Suffix _____ Title WIC Program Manager

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____
 Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	105 Ann St		
Floor/Room Number			
City	Boonville		
State	NY	ZIP	13309

Site Schedule Description

2nd Tuesday each month 9:30-3:00pm

Add a Site

Site Number*

Site Name

7

Village of Waterville Community Room

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins

Suffix Title WIC Program Manager

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number Extension

Fax Extension

Site Address Information

Physical Address

Street Address	122 Barton Ave		
Floor/Room Number	Village of Waterville Community Room		
City	Waterville		
State	NY	ZIP	13480

Site Schedule Description

1st Tuesday each month 9:30am-3:00pm

Add a Site

Site Number*

Site Name

8

Mohawk Valley Community College MVCC

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
 Suffix _____ Title WIC Program Manager

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____

Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	1101 Sherman Dr Rm 116		
Floor/Room Number	Alumni Building		
City	Utica		
State	NY	ZIP	13501

Site Schedule Description

2nd Thursday each month 9:30am-300pm

Add a Site

Site Number*

Site Name

9

Holland Patent

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
 Suffix _____ Title WIC Community Manager

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____
 Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	7835 Church St		
Floor/Room Number	Presbyterian Church		
City	Holland Patent		
State	NY	ZIP	13354

Site Schedule Description

4th Thursday each month 9:30am-3:00pm

Add a Site

Site Number*

Site Name

15

Oriskany - Cornell Cooperative Extension

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
Suffix _____ Title WIC Program Manager

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number (315) 736-3394 Extension _____

Fax (315) 223-2580 Extension _____

Site Address Information

Physical Address

Street Address	121 Second St
Floor/Room Number	
City	Oriskany
State	NY ZIP 13424

Site Schedule Description

3rd Thursday from 9:30-Noon every month

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (___ %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

D Quarterly Reimbursement

Due date _____

Monthly Reimbursement

Due date 45 days from close of period

D Biannual Reimbursement

Due date _____

D Fee for Service Reimbursement

Due date _____

- D Rate Based Reimbursement
Due date _____
- D Fifth Quarter Reimbursement
Due date _____
- D Milestone/Performance Reimbursement
Due date/Frequency _____
- D Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

D Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

D Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

D Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

D Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 30 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is November 15, 2015. The agency shall complete its audit and notify vendor of the results no later than 12/15/15. The Contractor shall submit the report not later than 45 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	Monthly	45 days from the end of the report month
2	Monthly	45 days from the end of the report month
3	Monthly	45 days from the end of the report month
4	10/1/2014 - 9/30/2015	November 1, 2014
5	Quarterly	December 1, 2014
6	10/1/2014 - 9/30/2015	November 15, 2015
7	Contractor Fiscal Year	Nine months from the end of the Fiscal Year

Oneida County WIC – Rome Office

Site – 219-02

Date and Name of Last inventory completed: June 13, 2014 Cindy Jones

WICSIS Equipment inventory

PORT/LOCATION	ITEM/TYPE	COMPUTER NAME	SERIAL #
3	Laptop – E5520	WL21902113	DSF9MQ1
3	Signature pad		UC092120101b14
Back office	Laptop – E5520	WL21902110	DSBVLQ1
Back Office	Signature pad		UC092120101C54
2	Laptop – E5520	WL21902112	DSBZLQ1
2	Signature pad		UC09212010BCD –replaced Current-UC0813201002F0
4	Laptop – E5520	WL21902115	DSF3MQ1
4	Signature pad		UC092120101C06-REPLACED Current-UC0813201002A4
5	Laptop –E5520	WL21902114	DSBWLQ1
5	Signature pad		UC092120101C07-REPLACED Current-UC0921201BCD
Front Desk	Monitor Desktop Optiplex 380	WP20102111	CN-OHFOK3-64180-15P- 36YM CVZFTR1
Front Desk	Signature pad		UC092120101C5A
Front Office	Laptop	WL21902116	9WDCCTI
	Signature pad		UC070920100376
	Cisco 1800 Series Router		FTX123720BS
	Cisco Catalyst2950		3902A816
Permanent	LASER PRINTER 5330DN		5G2TNQ1
Permanent	CHECK PRINTER ST9620		72HNGVB
Temp Printer	ST9620		72HNFTT

Temp Router	800 Series		FTX15388034

Oneida County WIC - Utica

Site – 219-01

Date and Name of who completed : **Melanie Adams June 12, 2014**

WICSIS Equipment inventory

PORT	ITEM	COMPUTER NAME	SERIAL #
7	PC Monitor /tower	WP21901112	71W5VR1
	Signature pad		UC0921201019E4 Replaced UCO921201017E4
3	Laptop	WL21901113	HXFWLQ1
	Signature pad		UC092120101BA1
22 is now labelled 16	Laptop	WL21901110	HXJ4MQ1 39032812297
	Signature pad		UC0921201017E2
11 is now labelled 17 Betty	Laptop	WL21901115	HXJGMQ1 39033372169
	Signature pad		UC0921201019E7 Replaced UCON921201019E4
5 Back Computer	PC Monitor/ Tower	WP21901111	7295VR1
	Signature pad		UC09212010194D
4 Conference Room	PC Monitor/ Tower	WP21901116	72D0VR1
	Signature pad		UC092120101948
1 Front Desk	Laptop	WL21901114	HTN3MQ1 38797619401
	Signature pad		UC09212010952-replaced Current – UC0813201002E6
6	PC Monitor/ Tower	WP21901123	72F0VR1
	Signature pad		UC0921201019E6
16 is now labelled 15	Laptop	WL21901122	HXLNLQ1 39037056697
	Signature pad		UC09212010193B-replaced Current-UC0921201019E7 Replaced other page

			Replaced now current one is: UC092120101952
8	Laptop	WL21901121	FKW4MQ1 33915022345
	Signature pad		UC09212010949 Replaced Current: UC092120109E7
18	Laptop	WLP21901118	HVR3MQ1 38925270217
18	Signature pad		UC0921201017E4-replaced Current-UC092120101949
19	Laptop	WLP21901119	HVQZLQ1 38925082297
19	Signature pad		UC092190101947-REPLACED Current-UC092120101947
10	Laptop	WLP21901120	HXMQLQ1 39038876281
10	Signature pad		UC0921201019DF-replaced Current-UC081320100301
	Laptop Server		HBQ06R1
Permanent Site	Laser Printer 5330dn		9L6TNQ1
Permanent Site	Check Printer ST9620		72HR7XR- replaced 10/29/13 Current 72HFTHP
Temp	PrinterST9620		72HR85P
Temp Router	800 series		FTX154684BV
	Cisco 1800 Series Router		FTX12234114- REPLACED CURRENT-FTX1223Y11H
	Cisco Catalyst 2950		FOC074024AM
20	Desktop	WP21901117	7267VR1
	Signature Pad		UC0921201093F

FFY 2015 Budget Justification

Version 1.32

Agency ID 219

Contract Name Oneida County Health Department

Contract Number C025776

Award Summary

Grant Name	Contract Amount	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Unbudgeted Amount
WIC Grant	\$1,133,417	\$1,359,489.00	\$1,133,417.00	\$0.00	\$1,133,417.00	\$226,072.00
Enhanced Peer Counseling	\$35,947	\$52,231.00	\$35,947.00	\$0.00	\$35,947.00	\$16,284.00
Unallocated	\$117,584	\$117,584.00	\$117,584.00	\$0.00	\$117,584.00	\$0.00
Breast Pumps	\$6,480	\$6,480.00	\$6,480.00	\$0.00	\$6,480.00	\$0.00
Total	\$1,293,428	\$1,535,784	\$1,293,428	\$0	\$1,293,428	\$242,356

If the *Submit By Email* button does not work. Please email the form

TO: wicbudgetcentral@health.state.ny.us

SUBJECT: FFY 2015 Budget Submission: 219-Oneida County Health Department

Agency ID 219

Contract Name Oneida County Health Department

Contract Number C025776

FFY 2015 Budget Justification

Category	FTEs	Justified Amount	Budgeted Amount	Regional Adjustment	Final Contract
Program Support	6.00	\$198,598.00	\$177,786.00	\$0.00	\$177,786.00
Competent Professional Authority	10.70	\$478,641.00	\$444,747.00	\$0.00	\$444,747.00
Total Direct FTEs and Salary	16.70	\$677,239.00	\$622,533.00	\$0.00	\$622,533.00
Direct Staff Fringe Benefits		\$319,450.00	\$319,450.00	\$0.00	\$319,450.00
Subtotal Direct Personal Service and Fringe Benefits (a)		\$996,689.00	\$941,983.00	\$0.00	\$941,983.00
Other Than Personal Service					
Space		\$56,636.00	\$56,036.00	\$0.00	\$56,036.00
Other Non-Personal Service		\$177,236.00	\$135,398.00	\$0.00	\$135,398.00
Subtotal Other Than Personal Service (b)		\$233,872.00	\$191,434.00	\$0.00	\$191,434.00
Total Direct Personal and Non-Personal Costs (a+b)		\$1,230,561.00	\$1,133,417.00	\$0.00	\$1,133,417.00
Breast Pumps and Collection Kits		\$6,480.00	\$6,480.00	\$0.00	\$6,480.00
Enhanced Peer Counseling Grant	0.56	\$52,231.00	\$35,947.00	\$0.00	\$35,947.00
Total Direct Costs		\$1,289,272.00	\$1,175,844.00	\$0.00	\$1,175,844.00
Non-Direct Staff	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Direct Fringe Benefits		\$0.00	\$0.00	\$0.00	\$0.00
Total Non-Direct Staff and Fringe		\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs		\$128,928.00	\$0.00	\$0.00	\$0.00
Total Non-Direct and Indirect (c)*		\$128,928.00	\$0.00	\$0.00	\$0.00
Subtotal Allowable Reimbursement		\$1,418,200.00	\$1,175,844.00	\$0.00	\$1,175,844.00
Unallocated		\$117,584.00	\$117,584.00	\$0.00	\$117,584.00
Total Contract		\$1,535,784.00	\$1,293,428.00	\$0.00	\$1,293,428.00

*Total Non-Direct and Indirect cannot exceed 10% of the Total Direct Costs.

Additional Budget Notes

Program Support

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Budget FTE	Is WIC Coordinator
<input checked="" type="checkbox"/>	Office Specialist II			10/01/14	35.00	35.00	35.00	1.00	\$20,812.00	\$20,812	\$0.00	\$0.00	\$0.00	0.00	<input type="checkbox"/>
<input type="checkbox"/>	Data Processing Clerk	Garnett	Austin	10/01/14	35.00	35.00	35.00	1.00	\$25,408.00	\$25,408	\$25,408.00	\$0.00	\$25,408.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Clerk	Patricia	Alm	10/01/14	35.00	35.00	35.00	1.00	\$35,305.00	\$35,305	\$35,305.00	\$0.00	\$35,305.00	1.00	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Senior Account Clerk			10/01/14	35.00	35.00	35.00	1.00	\$22,892.00	\$22,892	\$22,892.00	\$0.00	\$22,892.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Office Specialist I	Philippa	Paiek	10/01/14	35.00	35.00	35.00	1.00	\$35,305.00	\$35,305	\$35,305.00	\$0.00	\$35,305.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Senior Clerk	Betty	Ryan	10/01/14	35.00	35.00	35.00	1.00	\$36,726.00	\$36,726	\$36,726.00	\$0.00	\$36,726.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Clerk	Joe	Carlo	10/01/14	35.00	35.00	35.00	1.00	\$22,150.00	\$22,150	\$22,150.00	\$0.00	\$22,150.00	1.00	<input type="checkbox"/>

Total Budgeted Program Support Costs																\$177,786.00	
Total Regional Adjustments																	\$0.00
Total Final Budgeted Program Support Costs								6.00									\$177,786.00
Total Unbudgeted Program Support Costs								1.00									\$20,812.00

Non-Direct Staff

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Budget FTE
<input type="checkbox"/>				10/01/10						\$0		\$0.00	\$0.00	0.00

Total Budgeted Non-Direct Staff Costs															\$0.00	
Total Regional Adjustments																\$0.00
Total Final Budgeted Non-Direct Staff Costs								0.00								\$0.00
Total Unbudgeted Non-Direct Staff Costs								0.00								\$0.00

Competent Professional Authority

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Budget FTE	Is WIC Coordinator
<input type="checkbox"/>	Nutritionist - CPA3	Maureen	Bruce	10/01/14	35.00	35.00	24.50	0.70	\$52,602.00	\$36,822	\$36,822.00	\$0.00	\$36,822.00	0.70	<input type="checkbox"/>
<input type="checkbox"/>	Nutritionist - CPA 3	Mallory	Green	10/01/14	35.00	35.00	35.00	1.00	\$30,568.00	\$30,568	\$30,568.00	\$0.00	\$30,568.00	1.00	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Senior Nutritionist			10/01/14	35.00	35.00	35.00	1.00	\$39,905.00	\$39,905	\$39,905.00	\$0.00	\$39,905.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutritionist - CPA3	Cindy	Jones	10/01/14	35.00	35.00	35.00	1.00	\$30,568.00	\$30,568	\$30,568.00	\$0.00	\$30,568.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutritionist - CPA3	Lisa	Senk	10/01/14	35.00	35.00	35.00	1.00	\$50,118.00	\$50,118	\$50,118.00	\$0.00	\$50,118.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA2	Francesca	Zumbo	10/01/14	35.00	35.00	35.00	1.00	\$27,303.00	\$27,303	\$27,303.00	\$0.00	\$27,303.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA1	Marcus	Luppino	10/01/14	35.00	35.00	35.00	1.00	\$27,303.00	\$27,303	\$27,303.00	\$0.00	\$27,303.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA2	Barbara	Paquette	10/01/14	35.00	35.00	35.00	1.00	\$46,335.00	\$46,335	\$46,335.00	\$0.00	\$46,335.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA1	Stephanie	Newman	10/01/14	35.00	35.00	35.00	1.00	\$47,211.00	\$47,211	\$47,211.00	\$0.00	\$47,211.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA2	Amy	Reynolds	10/01/14	35.00	35.00	35.00	1.00	\$49,526.00	\$49,526	\$49,526.00	\$0.00	\$49,526.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Registered Nurse - CPA3	Jean	Meyers	10/01/14	35.00	35.00	35.00	1.00	\$59,088.00	\$59,088	\$59,088.00	\$0.00	\$59,088.00	1.00	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Register Nurse			10/01/14	35.00	35.00	35.00	1.00	\$33,894.00	\$33,894	\$0.00	\$0.00	\$0.00	0.00	<input type="checkbox"/>

Total Budgeted Competent Professional Authority Costs		\$444,747.00
Total Regional Adjustments		\$0.00
Total Final Budgeted Competent Professional Authority Costs	10.70	\$444,747.00
Total Unbudgeted Competent Professional Authority Costs	1.00	\$33,894.00

Fringe

Total Justified Direct Salaries: \$677,239.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Health Insurance	All except employees listed below	\$576,198.00	28.47	\$164,044.00	\$164,044.00	\$0.00	\$164,044.00
Unemployment Insurance	All	\$622,533.00	0.25	\$1,557.00	\$1,557.00	\$0.00	\$1,557.00
Health Insurance	in lieu health ins payment	\$46,335.00	0.00	\$750.00	\$750.00	\$0.00	\$750.00
Federal Insurance Contributions Act (F.I.C.A)	All	\$622,533.00	7.65	\$46,650.00	\$46,650.00	\$0.00	\$46,650.00
Workers' Compensation	All	\$622,533.00	2.30	\$14,319.00	\$14,319.00	\$0.00	\$14,319.00
Pension/Retirement	All	\$606,752.00	13.14	\$79,728.00	\$79,728.00	\$0.00	\$79,728.00
Retirees Health Insurance	retirees	\$0.00	0.00	\$12,402.00	\$12,402.00	\$0.00	\$12,402.00
Total Justified Direct Fringe Costs							\$319,450.00
Total Budgeted Direct Fringe Costs							\$319,450.00
Total Regional Adjustments							\$0.00
Total Final Budgeted Direct Fringe Costs							\$319,450.00

Unbudgeted Direct Fringe Costs \$0.00

Non-Direct Fringe

Total Justified Non-Direct Salaries: \$0.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Total Justified Non-Direct Fringe Costs						\$0.00	\$0.00
Total Budgeted Non-Direct Fringe Costs							\$0.00
Total Regional Adjustments							\$0.00
Total Final Budgeted Non-Direct Fringe Costs							\$0.00
Unbudgeted Direct Non-Fringe Costs							\$0.00

Space

Site Number	Site Name	Site Type	Site is Open	Estimated Target Caseload	Justified Cost	Budgeted Cost	Regional Adjustment	Final Amount
3	Camden	Temporary	N	150	\$0.00	\$0.00	\$0.00	\$0.00
4	Holy Family Church, Vernon	Temporary	Y	20	\$0.00	\$0.00	\$0.00	\$0.00
5	Living Faith Bible Church, Sauquoit	Temporary	Y	70	\$0.00	\$0.00	\$0.00	\$0.00
6	Boonville United Church	Temporary	Y	140	\$0.00	\$0.00	\$0.00	\$0.00
7	Village of Waterville Community Room	Temporary	Y	100	\$0.00	\$0.00	\$0.00	\$0.00
8	Mohawk Valley Community College	Temporary	Y	100	\$0.00	\$0.00	\$0.00	\$0.00
9	Holland Patent Presbyterian Church	Temporary	Y	80	\$600.00	\$0.00	\$0.00	\$0.00
1	Oneida County WTC	Permanent	Y	3,500	\$41,200.00	\$41,200.00	\$0.00	\$41,200.00
15	Cornell Cooperative Extension - Oneida	Temporary	Y	40	\$0.00	\$0.00	\$0.00	\$0.00
2	Rome	Permanent	Y	1,800	\$14,836.00	\$14,836.00	\$0.00	\$14,836.00
Total Justified Space Costs					\$56,636.00			
Total Budgeted Space Costs					\$56,036.00			
Total Regional Adjustment					\$0.00			
Total Final Budgeted Space Costs					\$56,036.00			
Total Unbudgeted Space Costs					\$600.00			

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
3	Camden	Temporary	150	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (c.g., CHURCH)

What is the square footage of this site? 1,000

How many Program Support Staff work at this site (the average number of people in a day)? 1

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 3

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 7/3/14

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box 8 N. Park St.
 Floor/Room Number _____
 City Camden
 State NY ZIP 13316

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	1,000	X 100.00	= \$0.00	- \$0.00	=	= \$0.00
Justification for Shared Use Adjustment						

Cost Name	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
<i>Fixed</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Janitor</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Utilities</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Repair</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Renovation</i>	\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals	\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
4	Holy Family Church, Vernon	Temporary	20	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g., CHURCH)

What is the square footage of this site? 1,000

How many Program Support Staff work at this site (the average number of people in a day)? 1

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box 4352 Peterboro Rd.
 Floor/Room Number _____
 City Vernon
 State NY ZIP 13476

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount	Final Amount
\$0.00	1,000	X 100.00	= \$0.00	- \$0.00	=	\$0.00	\$0.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Familior		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
5	Living Faith Bible Church, Sauquoit	Temporary	70	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (c.g., CHURCH)
 What is the square footage of this site? 700

How many Program Support Staff work at this site (the average number of people in a day)? 1
 How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 3
 What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box 2922 Oneida St.
 Floor/Room Number _____
 City Sauquoit
 State NY ZIP 13456

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount	Final Amount
\$0.00	700	X 100.00	= \$0.00	- \$0.00	=	=	=

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
6	Boonville United Church	Temporary	140	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g., CHURCH)
 What is the square footage of this site? 800

How many Program Support Staff work at this site (the average number of people in a day)? 1

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 3

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box	105 Ann Street
Floor/Room Number	
City	Boonville
State	NY
ZIP	13309

Rate Per Foot Calculation

Cost per Square Foot	X	Space Size (sq. ft.)	X	Percent Space Used by WIC	=	Total Rate per Foot Cost	=	Shared Use Adjustment	=	Justified Amount	=	Budgeted Amount	=	Budgeted Amount
\$0.00		800		100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
7	Village of Waterville Community Room	Temporary	100	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (c.g., CHURCH)

What is the square footage of this site? 700

How many Program Support Staff work at this site (the average number of people in a day)? 1

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 3

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box	122 S. Stafford Ave
Floor/Room Number	
City	Waterville
State	NY
ZIP	13480

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	700	X	\$0.00	\$0.00	\$0.00	\$0.00
		X				

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
8	Mohawk Valley Community College	Temporary	100	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g., CHURCH)

What is the square footage of this site? 2,000

How many Program Support Staff work at this site (the average number of people in a day)? 1

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 3

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box	1101Sherman Drive
Floor/Room Number	Room 116 Alumni Center
City	Utica
State	NY
ZIP	13501

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	2,000	X	\$0.00	-	\$0.00	\$0.00
Justification for Shared Use Adjustment						

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
9	Holland Patent Presbyterian Church	Temporary	80	\$600.00	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (c.g., CHURCH)

What is the square footage of this site? 600

How many Program Support Staff work at this site (the average number of people in a day)? 1

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site
Church but do have a contract for room use fee of \$50 a month

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box	7835 Church St.
Floor/Room Number	
City	Holland Patent
State	NY
ZIP	13354

Rate Per Foot Calculation

Cost per Square Foot	X	Space Size (sq. ft.)	X	Percent Space Used by WTC	=	Total Rate per Foot Cost	=	Shared Use Adjustment	=	Justified Amount	=	Budgeted Amount	=	Budgeted Amount
		600				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Justification for Shared Use Adjustment

Cost Name	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed	\$600.00	\$0.00	\$0.00	\$0.00	This is only charged based on avail. funds
Janitor	\$0.00	\$0.00	\$0.00	\$0.00	
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	
Repair	\$0.00	\$0.00	\$0.00	\$0.00	
Renovation	\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals	\$600.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
1	Oneida County WIC	Permanent	3,500	\$41,200.00	\$41,200.00	\$0.00	\$41,200.00

What kind of space is this site COMMERCIAL LEASED SPACE

What is the square footage of this site? 2,808

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 8

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box 617 South St.
 Floor/Room Number _____
 City Utica
 State NY ZIP 13501

Shipping Address Same as Mailing Address

Street Address 617 South St.
 Floor/Room Number _____
 City Utica
 State NY ZIP 13501

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	X 2,808	X 100.00	\$0.00	\$0.00	\$0.00	\$0.00
Justification for Shared Use Adjustment						

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed	Fixed rent	\$40,950.00	\$40,950.00	\$0.00	\$40,950.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other	Security System annual charge	\$250.00	\$250.00	\$0.00	\$250.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$41,200.00	\$41,200.00	\$0.00	\$41,200.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
15	Cornell Cooperative Extension - Oneida	Temporary	40	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site SPACE NOT SPONSOR OWNED/OPERATED, NO FORMAL LEASE (e.g., CHURCH)

What is the square footage of this site? 325

How many Program Support Staff work at this site (the average number of people in a day)? 1

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/11/10

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box	121 Second St.
Floor/Room Number	
City	Oriskany
State	NY
ZIP	13424

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount
\$0.00	325	X 100.00	= \$0.00	- \$0.00	= \$0.00	\$0.00	\$0.00	\$0.00
Justification for Shared Use Adjustment								

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
2	Rome	Permanent	1,800	\$14,836.00	\$14,836.00	\$0.00	\$14,836.00

What kind of space is this site? COMMERCIAL LEASED SPACE

What is the square footage of this site? 1,025

How many Program Support Staff work at this site (the average number of people in a day)? 2

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 3

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 6/3/11

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box 301 W. Dominick St.
 Floor/Room Number _____
 City Oriskany
 State NY ZIP 13440

Shipping Address Same as Mailing Address

Street Address 301 W. Dominick St.
 Floor/Room Number _____
 City Oriskany
 State NY ZIP 13440

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$14.23	1,025	X	\$14,586.00	-	\$14,586.00	\$14,586.00

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other	Security System - Annual Charge	\$250.00	\$250.00	\$0.00	\$250.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$14,836.00	\$14,836.00	\$0.00	\$14,836.00	

Other Non-Personal Services (ONPS) Summary Page

Category	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Program Operations	\$21,671.00	\$11,921.00	\$0.00	\$11,921.00
Travel	\$11,300.00	\$6,494.00	\$0.00	\$6,494.00
Equipment	\$500.00	\$0.00	\$0.00	\$0.00
Audit	\$0.00	\$0.00	\$0.00	\$0.00
ONPS Other	\$143,765.00	\$116,983.00	\$0.00	\$116,983.00
Total Justified ONPS Costs	\$177,236.00			
Total Budgeted ONPS Costs	\$135,398.00			
Total Regional Adjustments	\$0.00			
Total Final ONPS Costs	\$135,398.00			
Total Unbudgeted ONPS Costs	\$41,838.00			

Program Operations

Description	Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Office Supplies	pens, paper, envelopes, cost for annual shredding of old records	\$2,000.00	\$500.00	\$0.00	\$500.00	only bare necessity cost for bulletin boards, desk organizers and others to enhance office communication with participants will not be possible.
Medical Supplies	gloves, lancets, band-aids, disinfectant, hand sanitizer, sharps containers	\$4,500.00	\$1,500.00	\$0.00	\$1,500.00	will need to use back inventory to cover most of 2014, lack of funds to buy an entire years worth of medical supplies.
Education Materials	Handouts for group education, reinforcement items to reinforce key nutrition messages	\$2,000.00	\$500.00	\$0.00	\$500.00	optional to enhance education efforts will be kept to bare minimum.
Printing	for required mailings for return address/service on envelopes	\$1,000.00	\$250.00	\$0.00	\$250.00	
Equipment Leases	2 - copiers	\$1,051.00	\$1,051.00	\$0.00	\$1,051.00	
Telecommunications	Details on next sheet	\$4,620.00	\$4,620.00	\$0.00	\$4,620.00	
Postage	\$500 per month x 12 months	\$6,500.00	\$3,500.00	\$0.00	\$3,500.00	Only required mailings will be completed. No mailings to improve communication with participants will be possible.
Total Justified Program Operations Costs		\$21,671.00				
Total Budgeted Program Operations Costs		\$11,921.00				
Total Regional Adjustments		\$0.00				
Total Final Budgeted Program Operations Costs		\$11,921.00				
Total Unbudgeted Program Operations Costs						

Program Operations - Telecommunications Detail

Expense Name	Monthly Cost	Number of Lines Allocated to Program	Number Of Months	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Office phones and fax machines	\$30.00	7	12	\$2,520.00	\$2,520.00	\$0.00	\$2,520.00	
Cell Phone	\$20.00	3	12	\$720.00	\$720.00	\$0.00	\$720.00	two at the Utica perm site and one at the Rome perm site. Needed to check Medicaid during temp clinics and for direct communication between offices.
POTS Line	\$30.00	2	12	\$720.00	\$720.00	\$0.00	\$720.00	
Internet Service	\$55.00	1	12	\$660.00	\$660.00	\$0.00	\$660.00	Required by sponsoring agency to access purchasing functions, to email for communication with the state and submitting required state documents electronically.
Total Telecommunications Cost				\$4,620.00	\$4,620.00	\$0.00	\$4,620.00	

Travel

Local Travel

Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Necessary expenses to maintain WIC vehicles repairs varies yearly, Gas and oil \$1500	\$5,300.00	\$3,494.00	\$0.00	\$3,494.00	Amount varies depending on vehicle maintenance needs.

Non - Local Travel

Description/Location	Total # Positions/Titles	Anticipated Date(s) of Travel	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
NYS DOH monthly meetings, staff development trainings, WIC Association Conference, New Staff Training	11 CPAs, 6 Clerks		\$6,000.00	\$3,000.00	\$0.00	\$3,000.00	Due to lack of funding will not be able to send staff to any non mandatory trainings. Most budgeted funds will be spent on new staff attending required trainings

Total Justified Travel Costs			\$11,300.00				
Total Budgeted Travel Costs			\$6,494.00				
Total Regional Adjustment			\$0.00				
Total Final Budgeted Travel Costs			\$6,494.00				
Total Unbudgeted Travel Costs			\$4,806.00				

Equipment

Item Description	Quantity Requested	Replacement	Use at Site #s	Purpose/Explanation of Need for Item	Unit Cost	Justified Amount (Unit Cost * Quantity)	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Office Chairs/Furniture	2	<input checked="" type="checkbox"/>	1 and 2	Cost to replace chairs due to normal wear and tear from daily use	\$250.00	\$500.00	\$0.00	\$0.00	\$0.00	Will need to look for replacement in County storage for broken office furniture. No funds to purchase
Total Justified Equipment Costs						\$500.00				
Total Budgeted Equipment Costs						\$0.00				
Total Regional Adjustments						\$0.00				
Total Final Budgeted Equipment Costs						\$0.00				

Total Unbudgeted Equipment Costs

\$500.00

Audit

Audit Costs		Start Date:	
Time Period of Audit for Which Funding is Requested (Agency Fiscal Year, not necessarily the WIC Local Agency contract year):		End Date:	
Estimated Date the Audit Will be Submitted to the State* (The audit is due to both Clearinghouses either nine (9) months after the end of the sponsoring agency's fiscal year OR within 30 days of the audit completion date, whichever comes first.)			
Methodology to Calculate the Amount Requested:			
A.) Total Cost of Audit (Total cost for entity-wide financial AND A-133 Single Audit)			
B.) Total Sponsoring Agency Expenditures for Period Audited (Total entity expenditures per Statement of Activities or Expenses in financial report for ALL programs including WIC and redeemed WIC Food Checks)			
C.) Total WIC Local Agency Contract Expenditures for Period Audited (Includes all WIC Contract dollars expended during the audit period PLUS all redeemed WIC Food Checks, Breast Pumps, and FMNP)			
D.) Percent of WIC Contract Expenditures to Agency Total Expenditures (C / B) (To 2 decimal places)			0.00 %
E.) Maximum Allowable WIC Program Share of Audit Cost (A x D)			\$0.00
Total Budgeted Audit Cost			
Regional Adjustment			\$0.00
Total Final Budgeted Audit Cost			\$0.00
Total Unbudgeted Audit Cost			\$0.00

Other Non-Personal Services (ONPS) Other

Item Description	Purpose/Explanation of Need for Item	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Mami Interpreter Services	Multicultural Association of Medical Interpreters provides trained interpreters for speakers of limited English	\$12,000.00	\$5,500.00	\$0.00	\$5,500.00	Current interpreter cost for over 6 different languages in our Ulica office is over \$1,000 a month-with level funding and no consideration for this unique need in our county we can not fully fund this line item
Russian Interpreter Services	Large Russian ESL participants at the Mohawk Valley Temporary site.	\$720.00	\$720.00	\$0.00	\$720.00	Contract employee of OCHD to provide Russian interpreter services at the Mohawk Valley site monthly 4 hours x \$15/hr
Professional Liability Insurance	Required by sponsoring agency	\$14,460.00	\$14,178.00	\$0.00	\$14,178.00	Based on 2014 charges. Not fully funded - lack of funds. Amount slightly fluctuates each year.
Insurance- Computer Coverage	Necessary coverage for WICSIS equipment	\$1,300.00	\$1,300.00	\$0.00	\$1,300.00	Required by NYSDOH
WIC Coordination Contract	Contract with CCE to provide coordination of program	\$95,035.00	\$95,035.00	\$0.00	\$95,035.00	
WIC Association	Dues for WIC Association	\$250.00	\$0.00	\$0.00	\$0.00	no funds available
Public Health Detailing	Contract for Public Health Detailing efforts	\$20,000.00	\$250.00	\$0.00	\$250.00	It will be difficult to meet public health detailing requirements with program funding level.
Total Justified ONPS Other Costs		\$143,765.00				
Total Budgeted ONPS Other Costs		\$116,983.00				
Total Regional Adjustments		\$0.00				
Total Final Budgeted ONPS Other Costs		\$116,983.00				
Total Unbudgeted ONPS Other Costs						\$26,782.00

Indirect Costs

Additional Indirect Cost Notes

Indirect Cost are incurred but budget level is not adequate to fund this expense. A portion of indirect cost to the county is usually recouped with COLA funds.

Supported Indirect Rate (%)	Total Allowable Costs*	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Unbudgeted Amount
10.00	\$1,289,272.00	\$128,928.00	\$0.00	\$0.00	\$0.00	\$128,928.00

*Total Allowable Costs include all Budget lines except Non-Direct and Non-Direct Fringe. If your approved Indirect Cost Calculation Methodology excludes additional budget categories, please adjust the Total Allowable Costs accordingly.

Breast Pump Costs

Breast Pump Brand & Model	Rental	Monthly Cost	Cost Per Year	Number of Pumps	Total Pump Cost	Shipping	Justified Cost	Budgeted Cost	Regional Adjustment	Final Amount
Medela Symphony	<input type="checkbox"/>		\$1,075.00	1	\$1,075.00	\$25.00	\$1,100.00	\$1,100.00	\$0.00	\$1,100.00
Hygeia EnDeare	<input type="checkbox"/>		\$199.00	2	\$398.00	\$25.00	\$423.00	\$423.00	\$0.00	\$423.00
Ameda Purely Yours	<input type="checkbox"/>		\$129.00	3	\$387.00	\$25.00	\$412.00	\$412.00	\$0.00	\$412.00
Hygeia Q with personal accessory set, black deluxe tote set	<input type="checkbox"/>		\$110.00	1	\$110.00	\$25.00	\$135.00	\$135.00	\$0.00	\$135.00
Medela Advanced Personal Double Breastpump (with battery)	<input type="checkbox"/>		\$407.00	2	\$814.00	\$25.00	\$839.00	\$839.00	\$0.00	\$839.00
Ameda One Hand Breast Pump w/ larger flanges and inserts	<input type="checkbox"/>		\$18.00	2	\$36.00	\$5.00	\$41.00	\$41.00	\$0.00	\$41.00
Avent Comfort Manual Breast Pump	<input type="checkbox"/>		\$25.00	3	\$75.00	\$7.00	\$82.00	\$82.00	\$0.00	\$82.00
Hygeia EnHande One Hand Manual Breast Pump	<input type="checkbox"/>		\$360.00	1	\$360.00	\$25.00	\$385.00	\$385.00	\$0.00	\$385.00
Hygeia Two Hand Manual Pump	<input type="checkbox"/>		\$80.00	1	\$80.00	\$5.00	\$85.00	\$85.00	\$0.00	\$85.00
Medela Harmony (without extra 27mm breast shield)	<input type="checkbox"/>		\$316.00	1	\$316.00	\$25.00	\$341.00	\$341.00	\$0.00	\$341.00
	<input type="checkbox"/>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Breast Pump Costs							\$3,843	\$3,843	\$0	\$3,843.00
Collection Kit Brand and Model			Cost Per Year	Number of Kits	Total Kit Cost	Shipping	Justified Cost	Budgeted Cost	Regional Adjustment	Final Amount

Breast Pump Costs

Ameda Dual Hygiene Kit (with larger flanges and inserts)		\$23.00	1	\$23.00	\$5.00	\$28.00	\$28.00	\$0.00	\$28.00
Hygeia EnDeare, Personal Accessory Set (case)		\$480.00	1	\$480.00	\$25.00	\$505.00	\$505.00	\$0.00	\$505.00
Hygeia Universal Personal Accessory Set (case of 24)		\$576.00	1	\$576.00	\$25.00	\$601.00	\$601.00	\$0.00	\$601.00
Medela Lactina Double Pumping System (Sterile)		\$449.00	3	\$1,347.00	\$25.00	\$1,372.00	\$1,372.00	\$0.00	\$1,372.00
Medela Conversion Kit Symphony to Lactina		\$126.00	1	\$126.00	\$5.00	\$131.00	\$131.00	\$0.00	\$131.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Collection Kit Costs						\$2,637	\$2,637	\$0	\$2,637.00
Total Breast Pump & Collection Kits Costs						\$6,480	\$6,480	\$0	\$6,480.00

Enhanced Peer Counseling (EPC) Summary Page

Category	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
EPC Administrative Staff	\$35,401.00	\$22,369.00	\$0.00	\$22,369.00
EPC Administrative Staff Fringe	\$8,178.00	\$8,178.00	\$0.00	\$8,178.00
EPC Travel	\$1,300.00	\$600.00	\$0.00	\$600.00
EPC Equipment	\$300.00	\$300.00	\$0.00	\$300.00
Peer Counselors	\$6,552.00	\$4,300.00	\$0.00	\$4,300.00
EPC Other	\$500.00	\$200.00	\$0.00	\$200.00
Total Justified EPC Costs	\$52,231.00			
Total Budgeted EPC Costs	\$35,947.00			
Total Regional Adjustments	\$0.00			
Total Final Budgeted EPC Costs	\$35,947.00			
Total Unbudgeted ONPS Costs	\$16,284.00			

Fringe

Total Justified Direct Salaries: \$677,239.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Health Insurance	BF Coordinator	\$15,781.00	28.47	\$4,493.00	\$4,493.00	\$0.00	\$4,493.00
Unemployment Insurance	BF Coordinator	\$15,781.00	0.25	\$40.00	\$40.00	\$0.00	\$40.00
Federal Insurance Contributions Act (F.I.C.A)	BF Coordinator	\$15,781.00	7.65	\$1,208.00	\$1,208.00	\$0.00	\$1,208.00
Workers' Compensation	BF Coordinator	\$15,781.00	2.30	\$363.00	\$363.00	\$0.00	\$363.00
Pension/Retirement	BF Coordinator	\$15,781.00	13.14	\$2,074.00	\$2,074.00	\$0.00	\$2,074.00
Total Justified Direct Fringe Costs							\$8,178.00
Total Budgeted Direct Fringe Costs							\$8,178.00
Total Regional Adjustments							\$0.00
Total Final Budgeted Direct Fringe Costs							\$8,178.00
Unbudgeted Direct Fringe Costs							\$0.00

Enhanced Peer Counseling Travel

Local Travel

Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Reimbursement for mileage for PC's to attend local coalitions, meetings and BF cafe	\$300.00	\$300.00	\$0.00	\$300.00	

Non - Local Travel

Description/Location	Total # Positions/Titles	Anticipated Date(s) of Travel	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Travel to meetings and trainings	1 EPC Coordinator 1 peer counselor Coordinator , 5 peer counselors		\$300.00	\$0.00	\$300.00	attend as required by NYSDOH

Total Justified Travel Costs	\$1,300.00					
Total Budgeted Travel Costs	\$600.00					
Total Regional Adjustment	\$0.00					
Total Final Budgeted Travel Costs	\$600.00					
Total Unbudgeted Travel Costs	\$700.00					

Enhanced Peer Counseling Equipment

Item Description	Quantity Requested	Replacement	Use at Site #s	Purpose/Explanation of Need for Item	Unit Cost	Justified Amount (Unit Cost * Quantity)	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Cell Phones/Minutes	1	<input type="checkbox"/>	all	County cell phones for EPC's to use in between face to face counseling at sites.	\$300.00	\$300.00	\$300.00	\$0.00	\$300.00	One for each EPC staff person.
Total Justified Equipment Costs										
						\$300.00				
Total Budgeted Equipment Costs										
						\$300.00				
Total Regional Adjustments										
						\$0.00				
Total Final Budgeted Equipment Costs										
						\$300.00				
Total Unbudgeted Equipment Costs										

Enhanced Peer Counseling Peer Counselors

Vacant	First Name	Last Name	Hours Per Week	Weeks Per Year	Hourly Rate	Yearly Fringe Costs	Justified Yearly Cost	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments	
<input type="checkbox"/>	Amber	McCann	7.00	26	\$12.00	\$0.00	\$2,184.00	\$500.00	\$0.00	\$500.00	Amber only works very limited as needed	
<input type="checkbox"/>	Caren	Libbette	7.00	52	\$12.00	\$0.00	\$4,368.00	\$3,800.00	\$0.00	\$3,800.00		
Total Justified Peer Counselor Costs												
							\$6,552.00					
Total Budgeted Peer Counselor Costs												
							\$4,300.00					
Total Regional Adjustments												
							\$0.00					
Total Final Budgeted Peer Counselor Costs												
							\$4,300.00					
Total Unbudgeted Peer Counselor Costs												
							\$2,252.00					

Enhanced Peer Counseling Other Costs

Item Description	Purpose/Explanation of Need for Item	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
EPC Supplies		\$500.00	\$200.00	\$0.00	\$200.00	
Total Justified EPC Other Costs		\$500.00				
Total Budgeted EPC Other Costs		\$200.00				
Total Regional Adjustments		\$0.00				
Total Final Budgeted EPC Other Costs		\$200.00				
Total Unbudgeted EPC Other Costs		\$300.00				

ATTACHMENT L
NEW YORK STATE VENDOR PREQUALIFICATION

Implementation of **Vendor Prequalification for Not-for-Profits**

On June 10, 2013, New York State began implementation of a new requirement for Grant-Based Contracts, which includes the FFY15 WIC Contract Renewal. All not-for-profit vendors entering into contract agreements with New York State are now required to be prequalified by the NYS Grants Gateway. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website https://grantsgateway.ny.gov/IntelliGrants_NYSGG/pdf/nysgg/granteepackage.pdf

- Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Vendors will be asked to submit commonly requested documents, and answer frequently asked questions once.
 - o The application requests organizational information about the vendor's *capacity, legal compliance, and integrity*.
 - o Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault.
 - o Once registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information.
 - o Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period in order to maintain a prequalified status.

- As of **July 2013**, all not-for-profit vendors will be required to prequalify prior to execution of contracts, **including contract renewals**. If a not-for-profit vendor is not prequalified as required, the Department will not be allowed to sign and process the WIC contract renewal.

To obtain additional information regarding the Grants Gateway, please visit the Grants Reform website (<http://grantsreform.ny.gov/>).

**Information on this initiative will be updated periodically on <http://www.GrantsReform.ny.gov>.*

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior 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 the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master 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 any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

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 applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. 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 or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors 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 or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, 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 or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission 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 the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. 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.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General:*

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may 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:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. **Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) 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, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall 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 shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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):

A. 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).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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.

2. 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.

C. 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.

D. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. 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.

F. 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.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE *monthly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**NYS Department of Health
Division of Nutrition/BSFP-RPOU
Riverview Center
150 Broadway – FL 6 West
Albany, N.Y. 12204-2719**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to

children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Michael Rimkunas

Title: Director, Resource Planning & Operations Unit, Bureau of Supplemental Food Programs

Address: Riverview Center, 150 Broadway – FL 6 West, Albany, NY 12204-2719

Telephone Number: (518) 402-7099

Facsimile Number: (518) 402-7348

E-Mail Address: michael.rimkunas@health.ny.gov

Oneida County Health Department

Name: Ms. Patrice Bogan

Title: Interim Director of Health

Address: 185 Genesee Street, 5th FL, Utica, NY 13501

Telephone Number: (315) 798-5633

Facsimile Number: (315) 266-6138

E-Mail Address: pbogan@ocgov.net

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



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

Oneida County Department of Public Works

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

July 28, 2014

FN 20 14 283

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

PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente

Attached, is a sample copy of a Ditching Agreement that Oneida County has with various towns and the City of Rome to ditch along County roads within their municipality. I have also included a chart with the breakdown of payments and/or trade for payments for the municipalities interested in participating in the Agreements.

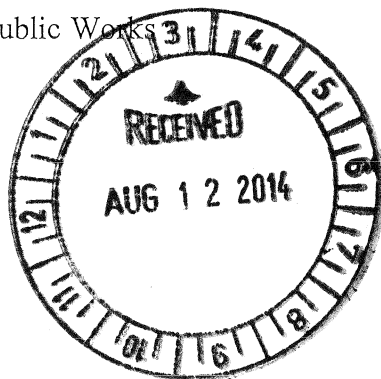
Under the proposed Ditching Agreement, the municipalities will receive payment for 40 hours based on type of equipment and personnel used.

If you concur with this request, please forward to the Public Works and Ways & Means Committee for approval with the presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis
Commissioner
Oneida County Public Works



DSD:ck
Enclosures

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

Anthony J. Picente, Jr.
County Executive
Date 8/12/14

2014 Roadside Ditching Agreement

TOWN	Contract	Est. Hours	Rate	Agreement	Est. Cost	Sent	Received
ANNVILLE	No	0	0.00				
AUGUSTA	Yes	40	315.00	Payment	\$ 12,600.00		
AVA	Yes	40	315.00	Payment	\$ 12,600.00		
BOONVILLE	No	0	0.00				
BRIDGEWATER	Yes	40	260.00	Payment	\$ 10,400.00		
CAMDEN	No	0	0.00				
DEERFIELD	No	0	0.00				
FLORENCE	No	0	0.00				
FLOYD	No	0	0.00				
FORESTPORT	No	0	0.00				
KIRKLAND	Yes	40	315.00	Payment	\$ 12,600.00		
LEE	Yes	40	315.00	Payment	\$ 12,600.00		
MARCY	Yes	40	315.00	Payment	\$ 12,600.00		
MARSHALL	Yes	40	315.00	Payment	\$ 12,600.00		
NEW HARTFORD	Yes	40	315.00	Payment	\$ 12,600.00		
PARIS	Yes	40	260.00	Payment	\$ 10,400.00		
REMSEN	No	0	0.00				
ROME	Yes	40	315.00	Payment	\$ 12,600.00		
SANGERFIELD	Yes	40	315.00	Payment	\$ 12,600.00		
STEBEN	Yes	40	315.00	Payment	\$ 12,600.00		
TRENTON	No	0	0.00				
VERNON	Yes	40	270.00	Payment	\$ 10,800.00		
VERONA	Yes	40	315.00	Payment	\$ 12,600.00		
VIENNA	Yes	40	315.00	Payment	\$ 12,600.00		
WESTERN	Sh. Ser	40	0.00	Use Co. Gradall			
WESTMORELAND	Yes	40	315.00	Payment	\$ 12,600.00	Most hours to be used	towards striping
WHITESTOWN *	Yes	40	275.00	Payment	\$ 11,000.00	*Owes 1124 hrs of ditching for 2013 striping costs to be completed before 6/30	
TOTAL		720			\$ 206,400.00		
WEEKS		18					

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Various Municipalities in Oneida County

Title of Activity or Service: Roadside Ditching Agreements with Towns & the City of Rome for the 2014 Construction Season.

Proposed Dates of Operation: To commence May 15, 2014 – December 1, 2014.

Client Population/Number to be Served: Oneida County Residents and those who travel on Oneida County Roads.

Summary Statements

1) Narrative Description of Proposed Services: Participating Municipalities to ditch along said County Roads & right-of-ways per Agreements.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing:

Total Funding Requested: \$206,400.00 **Account #:** D5110.495

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal. There are a few municipalities that will utilize the Shared Services Agreement with a combined town/county crew and no monetary exchange.

ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014 by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "County" and the Town of Ava, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called "Town".

WHEREAS, the County proposes the Town perform roadside ditching on the improved County road system located within the geographical boundaries of Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County, now, therefore

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. The term of this Agreement shall be from May 1, 2014 to December 1, 2014.
2. The Town will furnish machinery and labor to perform roadside ditching on the improved County road system located within the geographical boundaries of Town (hereinafter the "Roads").
 - a) The Town will keep the Right of Way portions of the Roads ditched in accordance with the rules and regulations as set forth by the County, said rules and regulations made a part hereof.
 - b) The County will designate the areas to be ditched.
3. The Town agrees to expend up to 40 hours to ditch the Roads. After the Town has completed their designated area they are to submit an Invoice that provides the dates, locations, equipment, and labor used to the County in order to receive payment.
4. The County agrees to reimburse the Town for its labor and equipment at the following rates:

a. Gradall, 2- single axle trucks, flag-person and operators	\$275 per hour.
b. Gradall, 1- tandem, 1-single axle trucks, flag-person and operators	\$300 per hour.
c. Gradall, 2- tandem axle trucks, flag-person and operators	\$315 per hour.
d. Gradall, 2- tandem axle trucks and operators	\$290 per hour.
e. Gradall, 2- single axle trucks and operators	\$270 per hour.
f. Backhoe, 2-single axle trucks and operators	\$260 per hour
5. The County reserves the right to withhold payment under this Agreement and to correct any conditions in any way which do not meet requirements and deduct the cost of this work from the amounts due under this Agreement.
6. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

7. The Town shall secure and maintain safe work sites, equipment and conditions in accordance with all requirements of state and federal law.
8. The Town shall secure all permits required to perform its duties under this Agreement and will comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
9. The Town agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads.
10. The Town agrees that it will, at its own expense, at all times during the term of this Agreement, procure and maintain in force policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. The Town agrees to have the County named as additional insured on a primary, non-contributory basis to said policies, and to provide the County with certificates from said insurance company or companies showing the County as additional insured prior to the execution of this Agreement, and to provide that such coverage shall not be terminated without prior written notice to the County at least fifteen (15) days prior to said termination. Specific Insurance minimum requirements shall be in accordance with the schedule attached hereto as Exhibit "1".
11. The Town agrees that it will, at its own expense, at all times during the terms of this Agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act.
12. The Town covenants and agrees that its officers, agents, directors, employees or members, in accordance with the status of the Town as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
13. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
14. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.

15. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
16. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
17. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
18. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
20. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
21. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

TOWN OF AVA

By: _____

Dennis S. Davis, Commissioner
Oneida County DPW

By: _____

Town Supervisor

COUNTY OF ONEIDA

By: _____

Highway Supt.

By: _____

Anthony J. Picente Jr.
Oneida County Executive

APPROVED AS TO FORM

By: _____

Oneida County Attorney

Exhibit I

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE		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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <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				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				Provide Limits As Required by New York State Law

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 non-contributory 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
---	--

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (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. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.
- c. The Contractor shall:
 - 1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 - 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or

8. 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 the 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, the 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 County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery

14. 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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

By: _____

Oneida County Executive

Town Supervisor

Approved as to Form only

Oneida County Attorney

Anthony J. Picente Jr.
County Executive



Anne B. Hartman
Director

ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5905 ♦ Fax: (315) 797-3047 ♦ Email: helpdesk@ocgov.net

July 31, 2014

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

FN 20 14-284 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
GOVERNMENT OPERATIONS
[Signature]
WAYS & MEANS Anthony J. Picente, Jr.
County Executive
Date 8/12/14

Subject: Lease Recommendation – Pitney Bowes Mail Machine

Dear Mr. Picente:

The Central Services Mailroom currently utilizes a Pitney Bowes DM1000 Mail Machine to process outgoing mail for all Oneida County Departments, Oneida County Court, New York State Supreme Court, Surrogates Court, Family Court and the City of Utica. The Mail Machine weighs seals and affixes postage for each piece of mail. It maintains a record of postage used by each County and City Department as well as for each Court and calculates totals for monthly postage so that charges can be billed back to the correct organization.

The lease for the DM1000 Mail Machine is expiring and Pitney Bowes with Corporate Headquarters located at 1 Elmcroft Road, Stamford, CT 06926 has offered the Connect+ 3000 Pro as a replacement for the DM1000. The Connect+ 3000 Pro offers the same functionality for approximately \$3,600 less per year than the DM1000. Over the course of the proposed lease term of 48 months, Oneida County can expect to realize total savings of approximately \$14,400 by upgrading to the Connect+ 3000.

Pitney Bowes is offering the Connect+ 3000 Mail Machine to Oneida County through the attached State and Local Fair Market Value Lease. The proposed 48 month lease is to be billed quarterly at \$5,386.71. If approved by Oneida County, total value of this 48 month lease will be \$86,187.36.

Pitney Bowes Mail Machines have been used in the Oneida County Mailroom for many years. They have been very reliable and when needed, service has been excellent. Based on the excellent quality and reliability of the equipment and the approximately \$3,600 annual savings expected as the result of this upgrade, I respectfully request Board of Legislators approval of the lease for a Pitney Bowes Connect+ 3000.

Sincerely,

Anne B. Hartman
Director, Central Services



Attachments: Pitney Bowes Lease Agreement State & Local Fair Market Value Lease and Pitney Bowes General Terms

Oneida Co. Department: Central Services

Competing Proposal – No

Only Respondent – Yes

Sole Source RFP – No

Oneida County Board of Legislators

Name of Proposing Organization: Pitney Bowes, 1 Elmcroft Road, Stamford CT
06926

Title of Activity or Service: Pitney Bowes Lease Agreement

Proposed Dates of Operation: September 10, 2014 thru September 9, 2018

Client Population/Number to be Served: All County Departments

Summary Statements:

- 1. Narrative Description of Proposed Services:** Lease mail machine from Pitney Bowes to process mail for all Oneida County departments
- 2. Program/Service Objectives and Outcomes:** 48 month lease to replace existing mail machine for which lease is expiring
- 3. Program Design and Staffing:** N/A

Total Funding Requested: \$86,187.36 billed quarterly at \$5,386.71

Account #: 1610.413

Oneida County Dept. Funding Recommendation: N/A

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

Cost per Client Served: Approximately \$15.39 per year based on 1,400 County employees

Past Performance Data: Pitney Bowes equipment has supplied the Oneida County Mail Machine equipment for many years. Performance and maintenance have been very good.

O.C. Departmental Staff Comments: Recommend Lease based on excellent reliability and performance of Pitney Bowes mail equipment

**PITNEY BOWES LEASE AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

COUNTY OF ONEIDA CENTRAL SERVICES

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
800 PARK AVE STE 9	UTICA	NY	13501-2939
Billing Address: Street	City	State	Zip+4
Billing Contact Name	() ext	64681002875	
	Billing Contact Phone #	Billing CAN #	
800 PARK AVE STE 9	UTICA	NY	13501-2939
Installation Address (If different from billing address) : Street	City	State	Zip+4
Installation Contact Name	() ext	64681002875	
	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Lessee PO #	Delivery CAN #	

Your Business Needs

1	Refinanced T299 Serial# 2990323
1	Refinanced T599 Serial# 5996488

PITNEY BOWES LEASE TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 **Except as set forth in Section L10, You may not cancel this Lease for any reason. All payment obligations are unconditional.**

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you have agreed to enter into successive month-to-month extensions of this Agreement. You may cancel the extension upon 30 days written notice, and either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.

L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified in the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment upon receipt of Equipment by you until the Equipment is returned to, and

received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

(c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).

(d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

(e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).

(f) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

(g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.



GENERAL TERMS

These General Terms apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney Bowes.

G1. DEFINITIONS

The following terms mean:

"Agreement" - the Order and any terms referred to in or attached to the Order.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the operator guides.

"Covered Equipment" - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order, excluding any Usage-based Equipment, Meter or standalone software.

"Equipment" - the equipment listed on the Order, excluding any Meter and standalone software.

"Excluded Circumstances" - your negligence, an accident, usage which exceeds our recommendations, use of equipment in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of equipment with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

"Initial Service Term" - twelve (12) months, or, if you have a Lease, the Lease Term.

"Initial Term" - the period listed on the Order.

"Lease" - the Order and the Lease terms and conditions attached to the Order.

"Lease Term" - as defined in the Lease.

"Lockbox Bank" - any bank through which you transfer funds to the USPS.

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+® mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Normal Working Hours" - 8 a.m. - 5 p.m., Monday - Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

"Order" - the executed order between the applicable Pitney Bowes company and you for the equipment covered by the order.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

"PBI" - Pitney Bowes Inc.

"PBI Equipment" - PBI-branded equipment.

"Pitney Bowes" - PBI, PBGFS and their respective subsidiaries.

"Reserve Account" - the Postage By Phone® Reserve Account that you maintain at the Bank.

"Service" - the service option for the Covered Equipment selected by you on the Order.

"SLA" - the Service Level Agreement.

"Third Party Equipment" - equipment manufactured by a party other than us.

"Usage-based Equipment" - equipment for which charges are based on volume of use.

"USPS" - the United States Postal Service.

"We," "our," or "us" - the Pitney Bowes companies with whom you've entered into the Order.

"You," "your," or "Client" - the entity identified on the Order.

(90) days from the date the Equipment or other item is installed at your location.

(b) PBI warrants that the Service will be performed in a professional and workmanlike manner.

(c) **As your sole remedy in the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Service, reperform the Service.**

(d) A "defect" does not include the failure of rates within a rate update to conform to published rates.

(e) There is no warranty for Equipment requiring repair or replacement because of any Excluded Circumstance.

(f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.

(g) The warranty does not cover Consumable Supplies.

G2.2 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES.

G2.3 PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

G3. LIMITATION OF LIABILITY

G3.1 PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES.

G3.2 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.

G3.3 NEITHER PBI (INCLUDING ITS SUPPLIERS) NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

G4. DEFAULT AND REMEDIES

G4.1 Default and Remedies. In the event that you do not make any payment within three days after the due date, you breach any other obligation under this Agreement or under any other agreement with PBI or PBGFS and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you shall be in default and we may:

(a) cancel this Agreement and any other agreements PBGFS or PBI has with you;

(b) require immediate payment of all payments due under a Lease(s) or other agreements, whether accrued or due in the future;

(c) disable the Meter;

(d) require you to return the Equipment, Meter and software;

(e) if you do not return the Equipment, require you to make immediate payment of an amount equal to the value of the Equipment at such time, as determined by us;

(f) charge you a late charge for each month that your payment is late;

G2. WARRANTY

G2.1 (a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety

- (g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law;
- (h) charge you a check return fee for payments made by you with insufficient funds; and
- (i) pursue any other remedy, including repossessing the Equipment without notice to you. By repossessing the Equipment or Meter, we are not waiving our right to collect the balance due.

G4.2 Enforcing Our Rights. You agree to pay all our costs, including attorneys' fees, in enforcing our rights under this Agreement.

G4.3 Suspension of Services. PBI may suspend any services during any period in which your account is more than thirty (30) days past due.

G5. TAXES

You agree to pay Pitney Bowes for all sales, use, property or similar taxes (other than taxes on or measured by net income) related to the Lease and/or rental agreement and related payments or services, the Equipment, Equipment location, Meter and Meter location. Pitney Bowes will determine the amount of such taxes to be charged to you based on its reasonable valuation of the Equipment or of the Meter, taking into consideration applicable tax rates and depreciation. You agree to pay a tax administrative charge to be determined by Pitney Bowes without reference to the tax charged or services performed; such fee and charge not to exceed in the aggregate \$35 for each year for each Lease schedule or rental agreement.

G6. EMBEDDED SOFTWARE

Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software,

which, notwithstanding the above, is subject to any terms that accompany such third party software.

G7. INTERNET ACCESS POINT

The internet connectivity for the Equipment or Meter may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

G.8. MISCELLANEOUS

G8.1 Use of Equipment. You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

G8.2 Force Majeure. We are not responsible for any delay or failure to perform resulting from causes beyond our control.

G8.3 Assignment. You may not assign this Agreement without our prior written consent, which shall not be unreasonably withheld. Any assignment without our consent is void.

G8.4 No Right to Setoff. Payments are not subject to setoff or reduction.

G8.5 Legal Action. ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

G8.6 Merger; Amendment; Severability. This Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement. You may use a purchase order to offer to obtain Equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.

G8.7 Survival. Our respective rights and obligations under Section G3 (Limitation of Liability), G4 (Default and Remedies) and G5 (Taxes) survive termination of this Agreement.

G8.8 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles.

SERVICE LEVEL AGREEMENT

The following provisions describe SLA options that PBI offers on Covered Equipment. The option you select will be listed on the Order. A separate Software License and Maintenance Agreement will cover software maintenance and will be attached to the Order or presented at the time of installation if you are acquiring software. A separate maintenance agreement will cover maintenance on Usage-based Equipment and will be attached to the Order if you are acquiring Usage-based Equipment.

S1. SERVICE LEVEL OPTIONS

The following describes the two SLA options offered by PBI for the Covered Equipment.

S1.1 Standard SLA

- (a) General. Under this option, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S3.2) (the "Service Term"). You are also entitled to two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service.
- (b) Replacement Service.
 - (i) If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment.
 - (ii) Unless PBI instructs you otherwise, within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
 - (iii) You are responsible for Covered Equipment until PBI receives it.
- (c) Repair Service.

- (i) If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service.
- (ii) Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
- (iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
- (iv) If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.
- (d) Additional Covered Items. PBI will provide printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance.

S1.2 Performance SLA

- (a) General. Under this option, PBI will provide the following support:
 - (i) All coverage provided under Standard SLA.
 - (ii) Quarterly performance reports made available on MyAccount at www.pb.com.
 - (iii) One two hour application consultation for your mailing and shipping needs.

- (iv) Admission for one person to a PBI mail management seminar.
- (b) Response Time Commitment.
 - (1) If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it cannot resolve the issue remotely (the "Response Time Commitment").
 - (2) The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the Response Time Commitment period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.
 - (3) The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment.
 - (4) If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately.

(c) Liquidated Damages for Failure to Meet Response Time Commitment.

- (1) PBI agrees that if it does not meet the Response Time Commitment, PBI will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three (3) months.
- (2) You must use a credit request form to request a credit. You may obtain a credit form from your service technician or by calling the Customer Care Center. The credits are limited to credits for four (4) failures to meet the Response Time Commitment in any twelve (12) month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

S2. SLA FEES

- S2.1 You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s).
- S2.2 We may, after the Initial Service Term, increase SLA fees which will be reflected on your invoice.
- S2.3 If the service technician provides service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts.

S3. SERVICE TERM

- S3.1 Term. PBI will provide you with Service for the Initial Service Term and any Renewal Service Terms.

S3.2 RENEWAL SERVICE TERM(S). SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:

- (a) YOU TERMINATE SERVICE UNDER SECTION S3.3; OR
- (b) THE LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR
- (c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.

S3.3 Ending Your Service.

- (a) If you do not wish to renew Service, you must deliver a written notice (the "Termination Notice") at least sixty (60) days prior to the renewal of the term to us at 2225 America Drive, Neenah, WI 54956. Your Termination Notice must include your customer account number or CAN and lease number (if applicable).
- (b) PBI reserves the right not to renew your SLA for any reason.

S3.4 Service Changes.

- (a) PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material.
- (b) After receiving a Service Change Notice, if the change is material, you may terminate Service as described in Section S3.3 above.

S4. EQUIPMENT/METER COVERAGE

You cannot elect to have Service apply to some but not all of the items of Equipment.

S5. ADDITIONAL SERVICE TERMS

These terms apply to all Service options:

- (a) Limitations. Service does not include services and repairs that are made necessary due to any Excluded Circumstance.
- (b) Additional Exclusions. Service excludes the supply of postal and carrier rate changes and Consumable Supplies.
- (c) Replacement Equipment.
 - (i) If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates.
 - (ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.
 - (iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates.

EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS

The following provisions apply whenever you rent a Meter or Equipment from Pitney Bowes.

R1. EQUIPMENT/METER RENTAL

R1.1 Fees.

- (a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment and Meter rental ("rental") fees listed on the Order.
- (b) After the Initial Term, we may increase the rental fees upon 30 days' prior written notice.
- (c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.

R1.2 Postage.

- (a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the USPS through a Lockbox Bank. See the "USPS

Acknowledgment of Deposit" below for more information.

- (b) Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.
- (c) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power[®]), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your rental fees.

R1.3 Meter Repair or Replacement.

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter.

R1.4 Terms of Use: Federal Regulations.

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
- (b) You agree to use only attachments or printing devices authorized by us.
- (c) You must receive our written consent before moving the Equipment or Meter to a different location.
- (d) Federal regulations require that we own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.
- (g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.
- (h) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (i) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

R1.5 Rate Updates and Soft-Guard® Program.

- (a) Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program.

- (b) Under the Soft-Guard program, we will provide up to 6 rate updates during each 12 month period following the date of installation of the Equipment.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change.
- (d) The Soft-Guard program does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation.
- (e) If you have received the maximum number of rate updates under the Soft-Guard program, you will be billed separately for any additional rate update we provide.

R1.6 Collection of Information.

- (a) You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our clients' postage usage with third parties.

R1.7 Meter Care and Risk of Loss.

- (a) You agree to take proper care of the Meter(s) as stated in this Agreement and any user documentation.
- (b) You assume all risk of loss or damage to the Meter(s) while you have possession.

R2. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

R2.1 Fees.

- (a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.
- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system.

R2.2 Ending the Value Based Services. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified in writing.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account .

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PBSMARTPOSTAGE TERMS AND CONDITIONS

If you have ordered pbSmartPostage™, your use of that product will be subject to the Terms of Use which are available at www.pbSMARTPOSTAGE.com/terms and which are incorporated by reference.

ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____,
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing
have recommended the inclusion of the standard clauses set forth in this Addendum to be
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the
following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal
Requirements.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the
Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste
Authority, all waste and recyclables generated within the Authority's service area by
performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (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).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the contract, the Contractor certifies that 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 Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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 County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service 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. Where the payee does not have such number or numbers, the payees, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____

Oneida County Executive

Contractor

By:  _____

Name:

Approved as to Form only

Oneida County Attorney

Anthony J. Picente Jr.
County Executive



Anne B. Hartman
Director

ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5905 ♦ Fax: (315) 797-3047 ♦ Email: helpdesk@ocgov.net

FN 20 14 285 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

August 1, 2014

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

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive
Date 8/12/14

Subject: Memorandum of Understanding (MOU) for Mail and Courier Services – City of Utica

Dear County Executive Picente:

Oneida County Central Services desires to enter into a MOU for shared services to provide Mail and Courier Services to the City of Utica with offices located in City Hall, 1 Kennedy Plaza, Utica, NY 13501. Under the agreement, Central Services will assist the City of Utica with the daily processing and delivery of mail and parcels via United States Postal Services (USPS), Immediate Mailing Services (IMS), and United Parcel Service (UPS) and by courier between government buildings in Rome, Utica and Oriskany.

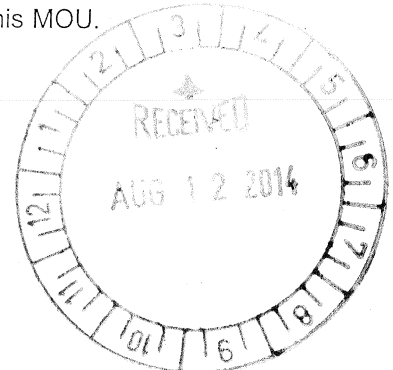
Oneida County Central Services will add no fees or costs as a premium for the services provided. The City of Utica will be charged only for actual postage and parcel fees used in the same manner that County departments are charged. Routine pickup and delivery of mail and parcels for City of Utica will be handled by the Central Services Courier at City Hall, 1 Kennedy Plaza, Utica as a normal stop on the courier route.

The City of Utica is expected to realize savings for postage as a result of the discount rate offered by IMS. Use of E-Certified mail also offers the City of Utica a reduced rate when a return receipt is not required. If approved, the term of this MOU will be for 4 years beginning April 1, 2014 and ending March 31, 2018.

Based on the firm belief that City of Utica will save money by sharing Mail and Courier Services with Oneida County, Board of Legislators approval is respectfully requested for this MOU.

Sincerely,


Anne B. Hartman
Director, Central Services



Attachment:

Memorandum of Understanding for Mail and Courier Services between the City of Utica and County of Oneida

Oneida Co. Department: Central Services

Competing Proposal – No
Only Respondent – Yes
Sole Source RFP – No

Oneida County Board of Legislators

Name of Proposing Organization: Oneida County Central Services, 800 Park Ave.,
Utica, NY 13501

Title of Activity or Service: Memorandum of Understanding (MOU) for Mail
and Courier Services – City of Utica

Proposed Dates of Operation: April 1, 2014 to March 31, 2018.

Client Population/Number to be Served: City of Utica Departments

Summary Statements:

- 1. Narrative Description of Proposed Services:** Mail and parcel processing and delivery for City of Utica
- 2. Program/Service Objectives and Outcomes:** 48 month Shared Services Memorandum of Agreement offers City of Utica cost savings in the form of discount postage from Immediate Mailing Services as well as use of E-Certified for certified mail that does not require a return receipt
- 3. Program Design and Staffing:** N/A

Total Funding Requested: \$0. City of Utica will pay actual postage and parcel fees. No premium fees will be charged. City of Utica's City Hall, located at 1 Kennedy Plaza, Utica is already a routine stop for the Central Services Mail Courier

Account #: A2224

Oneida County Dept. Funding Recommendation: N/A

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

Cost per Client Served: N/A

Past Performance Data: N/A

O.C. Departmental Staff Comments: Recommend approval based on expectation that this Shared Services agreement will result in cost savings for City of Utica

MEMORANDUM OF UNDERSTANDING

Mail and Courier Services Between the City of Utica and the County of Oneida

This Memorandum of Understanding is by and between the County of Oneida through its Department of Central Services, hereinafter "County," with offices located at 800 Park Avenue, Utica, New York 13501 and the City of Utica, hereinafter "City," with offices located at 1 Kennedy Plaza, Utica, New York 13502.

PURPOSE:

The Purpose of this Memorandum of Understanding (MOU) is to establish a shared services agreement with a goal of pooling resources of staff and equipment between the City and the County. This MOU is intended to assist the City of Utica with the daily processing and delivery of mail and parcels via United States Postal Service (USPS), Immediate Mailing Services (IMS), United Parcel Service (UPS) and by courier between government services buildings in Rome and Utica, including Griffiss International Airport and the Oriskany Complex.

TERM:

The initial term of this agreement will be for a period of forty-eight months (48) beginning on or about April 1, 2014 and ending March 31, 2018, unless terminated sooner. This MOU may be terminated at any time by either party upon written notice of sixty (60) days to the address written above.

FEE:

There shall be no County fees or costs added as a premium for the services described herein. This agreement is intended to provide mutual coordination of mailroom, postage and delivery services at no additional fee for service other than the normally anticipated costs for postage and parcels at USPS IMS and UPS rates. These rates are more fully described in Attachment A, "Mailroom Services and Routes."

From time-to-time the USPS, IMS and/or UPS may raise or otherwise change postal charges and rates, this Memorandum shall continue in effect without additional amendment or alteration required at the time of any rate change. Both the City and the County accept and agree that they will be bound by the rates established by the USPS, IMS and UPS.

SUMMARY OF SERVICES:

1. The Oneida County Mailroom staff will provide pickup and processing services of outgoing mail and UPS parcels from the City of Utica daily during the regular work week of Monday through Friday. At that time, any mail to be delivered from other stops on the County Mail Route will be delivered to the City. Mail being picked up at that time will be transferred to the County Mailroom to have postage affixed, recorded and delivered to the United States Postal Facility located on Pitcher Street, picked up by IMS or by UPS.
2. The City will ensure that outgoing mail has been prepared in accordance with established standards of the USPS, IMS and UPS. A record of postage and parcel expenses will be kept by the County for each of the City's department accounts and invoices will be submitted to the City monthly.
3. Charges for postage, UPS shipping, etc. will be exactly the same for City of Utica departments as it is for County departments. There will be no premium or additional charges added. The City will receive full benefit of the discount mail rate offered by IMS for qualifying mail.
4. The City will submit payment to the County monthly for services provided in the previous month.

ADDITIONAL PROVISIONS:

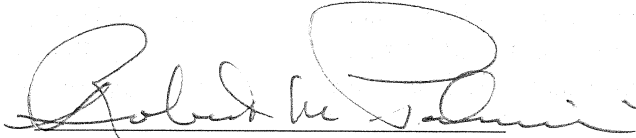
The City agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

The County agrees that its officers, agents, directors, employees or members, in accordance with the status of the County as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the City, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the City, including but not limited to Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

The County shall not be obligated to defend or indemnify the City against any claim made, except claims which are alleged to be solely the result of negligence on the part of a County employee.

This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached. The parties agree that no modification hereof shall be valid unless in writing and signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates written below.



Robert M. Palmieri, Mayor

_____ Date

_____ Anthony J. Picente, Jr., County Executive

_____ Date

Approved as to Form

_____ County Attorney

Attachment A

Mailroom Summary and Routes

Mailing services include:

- United States Postal Service (USPS) Priority, Express, International, Certified and Return-receipt services
 - Presort rate is \$0.435 vs \$0.48 per piece (as of June 1, 2014)
 - Discount rate for 1st Class Flat Mail
 - Discount rate for Priority and Express via Pitney Bowes Mail Machine
 - E-Certified Mail – offers reduced rate without need for Return Receipt
 - PC-based program creates Ship Request for Mailroom. Users can track USPS website for signature and delivery status
 - Certified Mail with Return Receipt if required
- United Parcel Service (UPS) services including Next-Day and 2nd Day-Air
 - Includes discount rates via Pitney Bowes Mail Machine

Daily deliveries of inter-office mail and courier services are provided to departments Countywide. Our Courier makes two “runs” to deliver mail and one to deliver supplies each business day.

The mailroom handles an average of 2500 pieces of first class mail each workday, and up to 8000 pieces of mail per day during peak periods at tax time. Discounted flat is provided by Immediate Mail Services. Outgoing mail schedule must be received in the County mailroom as follows in order to be sent the same day:

- Discount Mail – 2pm daily (Monday – Friday)
 - NOTE: Due to changes implemented by the USPS in 2012, mail sent out on Fridays will not be processed until Mondays. Offices that send mail on Fridays should expect a delay in mail delivery due to this change
- First Class Mail – 2:30pm daily (Monday – Friday)
 - NOTE: the Mailroom can accommodate urgent mail that arrives after 2:30pm in an emergency

Courier Routes - Daily pickup and delivery except as noted; all departure and return times are approximate

Run #1 Utica Route – Departs Oneida County Office Building 9am and returns 10:20am

1. New York State Office Building

- a. Inter-Office from and to all State Agencies
2. Utica City Hall
3. Mohawk Valley Community College, (additional 2pm run on Monday, Wednesday and Friday only)
4. 185 Genesee Street (Adirondack Bank Building)
5. 321 Mail Street (Union Station)
6. 209 Elizabeth Street (Paul Building)
7. 235 Elizabeth Street (Law Library)
8. 406 Elizabeth Street (Health Clinic)
9. 500 Whitesboro Street (Insight House)
10. 1617 South Street (WIC)
11. 1600 Genesee Street (Solid Waste Authority)
12. 930 York Street (Child Advocacy Center)

Run #2 Rome Route – Departs Oneida County Office Building 10:30am and returns 1pm

1. 51 Leland Avenue
2. Griffiss Business Park
 - a. Airport
 - b. EDGE
 - c. Veterans
3. Rome City Hall
4. Oneida County Courthouse
5. 300 W. Dominick Street
6. 301 W. Dominick Street
7. Oriskany Complex
 - a. Traffic Safety and STOP-DWI
 - b. Public Works
 - c. Oneida County Sheriff
 - d. 911 Emergency Management
 - e. Cornell Cooperative Extension

Run #3 Utica, Various Locations – Departs Oneida County Office Building 2pm

- Delivery of Print Shop orders and supplies