

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 June 11, 2014

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-218	Read & Filed
2014-219	Read & Filed
2014-220	Read & Filed
2014-221	Economic Development & Tourism, Ways & Means
2014-222	Public Works, Ways & Means
2014-223	Public Safety, Ways & Means
2014-224	Public Safety, Ways & Means
2014-225	Public Safety, Ways & Means
2014-226	Public Safety, Ways & Means
2014-227	Airport, Ways & Means
2014-228	Airport, Ways & Means
2014-229	Health & Human Services, Ways & Means
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2014-232	Health & Human Services, Ways & Means

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

for

MEMORIALIZING PETITION

FN 20

14 218

F.N. 2014-

SPONSOR(S): Tallarino, Clancy, Davis, Fort, Furgol, Hendricks and Sacco

READ & FILED

A MEMORIALIZING PETITION URGING NEW YORK STATE REPRESENTATIVES AND GOVERNOR CUOMO TO ENACT SENATE BILL S6417 AND ASSEMBLY BILL A8740 TO AMEND ELECTION LAW IN RELATION TO THE REIMBURSEMENT TO COUNTIES AND NEW YORK CITY FOR PRIMARY ELECTIONS HELD EACH EVEN NUMBERED ELECTION YEAR

WHEREAS, Judge Sharpe's order mandating that Federal Primaries be held in such a timeframe as to provide members of the military and overseas citizens to register and vote with sufficient time for their ballots to be sent, delivered, cast, returned and counted; and

WHEREAS this court order causes separate primaries for federal elections and state and local elections resulting in primary elections to be held on both June 24th and September 9th in New York State; and

WHEREAS the court order will require two complete election cycles to occur within one year along with all of the associated expenses; and

WHEREAS Senate bill S6417, which has passed through the Senate Elections Committee, and Assembly Bill A8740 provide for the reimbursement of costs associated with administering primary elections in September of each even numbered election year by the State of New York; and

WHEREAS the reimbursement must be applied for by the county by filing of a plan which details the specific related costs (including clerical, maintenance and operation costs, salaries of local elections personnel and poll inspectors, ballot and sample production, distribution and other accrued costs) with the State Board of Elections; and

WHEREAS such costs of the September Primary election would otherwise significantly increase the Board of Elections budget and thus costs to the taxpayers; now

THEREFORE, the members of this Board of Legislators finds it appropriate and reasonable to request that the Governor and Legislature act to approve and fully implement the actions specified within S 6417/A 8740 and provide reimbursement for the expenses related to the September Primary held each even numbered election year; and

BE IT FURTHER RESOLVED that a copy of this Petition shall be forwarded by mail to the following: Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative Marc Butler, New York State Assembly Representative William Magee and all others deemed necessary and proper.

Supporting New York State Reimbursement to Counties and New York City for
the Additional Primary Held Each Even Numbered Election Year as Provided
for in S6417 and A8740

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Frank Tallarico
Joseph Jurgol
William Jurgol
William Jurgol
Ken Font
Philip M. Sacro
Geo Ann Cournoyer
Brian Miller
Edna P. Welsh
Tom Leach
Bin Mandy

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: May 14, 2014

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

for

MEMORIALIZING PETITION

F.N. 2014 -

FN 20

14-219

SPONSORS: George Joseph, Richard Flisnik

READ & FILED

A MEMORIALIZING PETITION ASKING THE NEW YORK STATE LEGISLATURE AND GOVERNOR TO CONTINUE TO ADDRESS UNFUNDED MANDATES THAT USE LOCAL TAX DOLLARS TO FUND STATE AND FEDERAL PROGRAMS AND SERVICES

WHEREAS, many municipalities in New York State face significant fiscal challenges that are amplified by a slow economic recovery and a state imposed restriction on local revenues; and

WHEREAS, in most instances the county fiscal challenges are directly tied to state imposed mandates and reduced state reimbursement;

WHEREAS, counties play a central role in delivering state services, due to our state mandated role in the administration and financing of a wide variety of state programs; and

WHEREAS, in 2013, the state enacted Medicaid reforms to assume all of the growth in spending from the local taxpayers by 2015; and



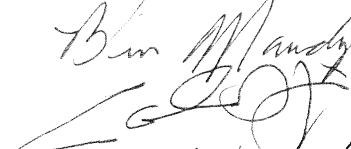

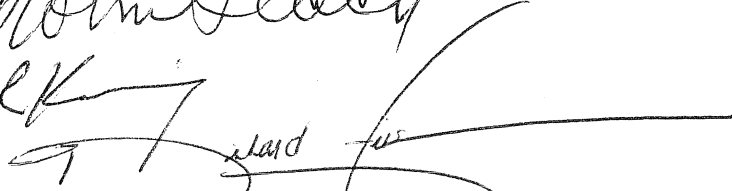

WHEREAS, local taxpayers continue to fund \$7.5 billion of Medicaid costs.

NOW, THEREFORE, BE IT RESOLVED, Oneida County strongly encourages the Governor and State Legislature to work to address the underlying causes of fiscal stress facing so many localities; and

BE IT FURTHER RESOLVED, that Oneida County believes the State must work diligently to enact a no new unfunded mandates law and constitutional protections against future unfunded mandates; and

BE IT FURTHER RESOLVED, NYSAC shall forward copies of this resolution to Governor Andrew M. Cuomo, the New York State Legislature and all others deemed necessary and proper.

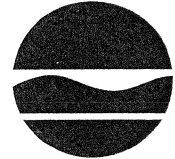
BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Senator David Valesky, New York State Assembly Representative, William Magee, New York State Assembly Marc Butler, County Executive Anthony Picente, and all others deemed necessary and proper.



 Ben Mandy


 Brian D. Miller
 Emil R. Paparella
 Norm Leahy
 RK


 Philip M. Sacco
 Harmony Speziale
 Sen. Fort
 William Goodman
 Joseph Jurgal

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: May 14, 2014

New York State Department of Environmental Conservation
Division of Environmental Permits, Region 6
Utica State Office Building
207 Genesee Street, Room 1404, Utica, NY 13501-2885
Phone: (315) 793-2554 • Fax: (315) 793-2748
Website: www.dec.ny.gov



Joe Martens
Commissioner

June 6, 2014

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

RE: DEC ID #6-9903-00017, WWWA #9435
City of Utica, Oneida County

Dear Mr. Fiorini:

Enclosed is a copy of the permit renewal issued to Mohawk Valley Water Authority effective June 1, 2014, along with a copy of the responsiveness summary.

Thank you for taking the time to participate in the public comment process.

Sincerely,

William Lints
Environmental Analyst
Region 6 – Utica

kt

Enclosures

File

FN 20 14 - 220

READ & FILED

On file in Board
Clerk's Office

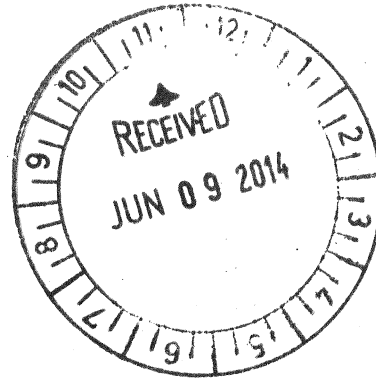


ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 4, 2014

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



FN 20 74-221

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Honorable Members:

I am forwarding the proposed 2014-2015 Operating Budget for the Mohawk Valley Community College (MVCC), which was approved by the Board of Trustees at their May 19, 2014 meeting. This proposed budget has gross expenditures of \$53,902,042, a 3.6% increase over the 2013-2014 budget year.

This budget calls for a local sponsor share of \$7,498,503, which is an increase of 3 percent over the amount of the sponsor share in the 2013-2014 budget year.

We have performed a lengthy review of this budget with the full cooperation of President VanWagoner, his staff and the Board of Trustees.

As is more fully set forth in the attached correspondence from President Van Wagoner, the proposed budget reflects a modest growth in expenditures, with net increase of a half full time position.

The MVCC budget proposes raising the tuition for full time students by \$100, raising the tuition from \$3,710 to \$3,810 for a 2.7% increase. This increase will still keep MVCC tuition the sixth lowest tuition of any postsecondary institution in New York State. MVCC has also proposed to raise the tuition of part time students for the third year in a row. The proposal will increase the per credit hour fee from \$150 to \$155. The proposed budget expects New York State aid to increase by \$302,381 or 2.16%, reflecting the NYS increase in state aid from \$2,272 per full time student to \$2,497 per full time student or approximately 10% per full time student. The proposed budget also anticipates a 2% decrease in enrollment for the 2014-15 school year.

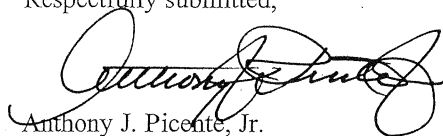
The proposed budget calls for using approximately \$1.3 million of its current fund balance which is approximately \$100,000 less than the previous years budget. The fund balance is estimated to be \$4.2 million at August 31, 2014 which represents a little more than the 5% minimum recommended by the state.

MVCC is also asking for a one time specific request of \$100,000 to be used to update five computer labs at the Utica Campus. This will update approximately 100 computers and will enable MVCC to maintain its scheduled equipment replacement schedule.

I fully support the requested 3% increase in our local share along with the additional funding to upgrade the computers. Supporting this budget will serve to demonstrate our continuing commitment to maintaining Mohawk Valley Community College as an affordable institution of quality education in Oneida County.

I believe that this is a sound and responsible budget. I urge your early consideration for approval and respectfully request your full board act on this legislation at your **July 9, 2014** meeting.

Respectfully submitted,



Anthony J. Picente, Jr.
Oneida County Executive

AJP:tbk

Attach.

CC: Chairperson, MVCC Board of Trustees
President, MVCC
Comptroller
County Attorney
Budget



MOHAWK VALLEY COMMUNITY COLLEGE

1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
(315) 792-5333
Fax (315) 792-5678

June 2, 2014

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

Dear Mr. Picente:

Per our conversation, I am pleased to submit the Mohawk Valley Community College (MVCC) 2014-15 Budget Request approved by our Board of Trustees at the May 19, 2014 meeting that includes a 3% increase in funding sponsor maintenance of effort request to Oneida County. In addition, the budget includes a specific one-time request for \$100,000 to update five of our most frequently used student computer labs on the Utica Campus – updating 100 computers and allowing us to maintain our scheduled equipment replacement cycle for students to access current technology in their studies.

The Economic Development Committee attended a College update and budget proposal overview presentation earlier in May and is aware of this request. We are proud to have the support of Oneida County that helps us serve the needs of our community in efficient ways. MVCC ranks 29th out of 30 SUNY community colleges in overall cost per FTE – with our range of technical programs, this is a true point of pride for us.

Overall, the proposed \$53,902,042 budget represents an increase of 3.6% and requests a 3.0% increase in sponsor support from Oneida County (\$7,498,503). This has been a year of change for the College as we have begun the anticipated enrollment decline 18 years after the closure of Griffiss Airforce Base; concurrently graduated more than 1,000 students (our largest class ever); strengthened our programs and partnerships to support emerging workforce development efforts; and identified a number of compelling initiatives for the upcoming year that guide this budget request.

Budget Priorities

Guided by our Strategic Plan, the proposed budget responds to regional employer needs; accelerates our work to improve student success; improves access to technology; and maintains a commitment to employee enrichment and appropriate staffing. While not all strategic directions require new resources, a few notable actions have been included here.

Priority – To build a strong vibrant community

Strategy – Respond to regional employer needs

Actions – The proposed budget provides solid support for academic programs related to nanotechnology, allied health, and cybersecurity. In addition, a new full-time position to

support our growing dual credit partnerships with area high schools further develops our capacity to strengthen the educational pipeline in the region.

Priority – To effectively and responsively manage resources

Strategy – Secure alternative funding for students

Actions – The proposed budget includes a new full-time position for resource development to expand our grant activity through the MVCC Foundation in the Office of Institutional Advancement.

Priority – To promote a culture of excellence and service

Strategy – Strengthen delivery of service; Strengthen college diversity

Actions – Offset by the use of part-time personnel dollars, a new full-time position will support the New Directions program for the hundreds of students enrolled who have a previous felony history.

Priority – To provide a student-centered environment

Strategies – Enhance student preparedness and increase student completion

Actions – With support from an increase in the new student support fee, recommendations from an ED 100 College Success Seminar design team will be implemented and provide all degree-seeking students with the Gallup StrengthsFinder. “Strengths” will now be integrated into the ED 100 curriculum beginning in the Fall 2014 semester.

Revenue Assumptions

With an anticipated enrollment decline of 2%, state aid is projected to increase \$302,381 (2.16%). A proposed 2.7% tuition increase of \$100 FT (\$3,710 to \$3,810) places us 25th out of 30 SUNY community colleges and a 3.3% increase of \$5 per credit our PT (\$150 to \$155) places us 16th out of 30 in the state and represents a projected increase of \$376,828 or (1.84%). Chargeback revenues are projected to increase \$392,000 (16.97%) and we plan to allocate \$1,300,000 in fund balance, which brings us to the 5% of total operating budget guideline from SUNY.

Expenditures

Combining the revenue realities with negotiated and mandated increases created about a \$2.0 million gap between proposed budget requests and projected revenues. Some of the major expenditures include:

- Salaries & Wages: \$1,244,142
- Contractual/Operating: \$160,856
- Fringe \$558,450
- New full-time positions including a resource development director; dual credit support; civic responsibilities support; upgrades for additional capacity in Campus Safety; filling all other vacancies not included in reductions; funding 2.5 FTE from Perkins grant as second of three-year phase in; adjustments for actual spending.

A great deal of interdepartmental collaboration, deep analysis, and creative problem solving led to a number of difficult decisions that were made to maintain the integrity of

programs and services, while appropriately questioning the manner in which we operate and allocate resources. Some of the more notable reductions and other funding adjustments made in this proposed budget include:

Personnel (3 vacancy deletes; 2 mid-year fills; and 6 salary adjustments due to retirement/reduced load)

- Information Technology – Network Coordinator vacancy delete
- 2 Nursing Faculty vacancy deletes
- Building Maintenance Mechanic – mid-year fill
- Building Maintenance Helper – mid-year fill
- Veteran’s Services Coordinator retirement/salary reset
- 5 Faculty salary reductions due to reduced load and retirements

Operating

- Equipment base budget - \$165,000 (multiple alternative revenue as offset)
- Reserve for salary adjustment with settled contracts -\$315,750
- Supplies - \$16,381
- Fund balance -\$100,000 less than FY14 (down \$2.6 million from FY12)
- Temporary Help in Custodial Department - \$40,000

Thank you in advance for your timely consideration and support of this request. We have made every effort to control costs and identify alternative revenue sources, including a tuition increase, and large fund balance appropriations to offset leveling enrollments and limit support needed from the County. I hope that you will find our plan and associated budget request compelling and worthy of your support to then forward it to the Oneida County Board of Legislators for consideration.

Sincerely,



Randall J. VanWagoner, Ph.D.
President

C: MVCC Board of Trustees
Tom Keeler, Budget Director
Phyllis Parry, Clerk of the Board

MOHAWK VALLEY COMMUNITY COLLEGE
Utica and Rome, New York

MEMORANDUM

May 19, 2014

TO: MVCC Board of Trustees

FROM: Randall J. VanWagoner
President

SUBJECT: 2014-15 Operating Budget

I recommend that the Board of Trustees adopt the following resolution:

RESOLVED that the Operating Budget for the College with a gross expenditure of \$53,902,042 be and hereby is adopted for the fiscal year September 1, 2014 through August 31, 2015 and be it further

RESOLVED that the following Sponsor Services included therein be and hereby are approved:

Sponsor Service charge for Workers' Compensation	\$345,000
Sponsor Service Administration Charge for Employee Health Insurance	\$ 75,000
Sponsor Service charge for Legal Services	\$ 75,000
Sponsor Service charge for Airport Hangar rent for Airframe & Powerplant Program	\$ 50,000

BOARD OF TRUSTEES ONLY

MOHAWK VALLEY COMMUNITY COLLEGE

2014-15 OPERATING BUDGET REQUEST

Board of Trustees Meeting

19-May-14

**Mohawk Valley Community College
2014-15 Budget Request**

INDEX

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Mohawk Valley Community College
2013 - 2014 to 2014 - 2015
Budget Request

Full Time Tuition:	\$ 3,810					
Part Time Tuition:	\$ 155					
Chargeback Rate:	\$ 1,930					
State Aid:	\$ 2,497					
	Adopted 2013-14 Budget	Percent of Net Budget (1)	2014-15 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
<u>Estimated Revenues:</u>						
Tuition	\$ 20,433,781	44.64%	\$ 20,810,609	\$ 376,828 (3)	1.84%	44.23%
State Aid	\$ 13,987,839	30.55%	\$ 14,290,220	\$ 302,381	2.16%	30.37%
Chargebacks	\$ 2,310,000		\$ 2,702,000	\$ 392,000	16.97%	
Out-of-State	\$ 371,000		\$ 447,500	\$ 76,500	20.62%	
Fed Aid/Offsets	\$ 3,799,424		\$ 4,633,210	\$ 833,786	21.95%	
Fund Balance	\$ 1,396,877		\$ 1,300,000	\$ (96,877)	-6.94%	
Sponsor Appropriation	\$ 7,280,100	24.81% (2)	\$ 7,498,503	\$ 218,403	3.00%	25.39%
Subtotal:	\$ 49,579,021	100.0%	\$ 51,682,042	\$ 2,103,021	4.24%	100.0%
Grants & Non Credit: (4)						
Grants & Non Credit:	\$ 450,000		\$ 450,000	\$ -	0.00%	
Non-Credit Offsets	\$ 1,775,000		\$ 1,770,000	\$ (5,000)	-0.28%	
Subtotal:	\$ 2,225,000		\$ 2,220,000	\$ (5,000)	-0.22%	
Grand Total:	\$ 51,804,021		\$ 53,902,042	\$ 2,098,021	4.05%	

**Mohawk Valley Community College
2013 - 2014 to 2014 - 2015
Budget Request**

	Adopted 2013-14 Budget	Percent of Net Budget	2014-15 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
Appropriations:						
General Operating:						
Personal Services	\$ 28,928,749	56.33%	\$ 30,172,891	\$ 1,244,142	4.30%	56.45%
Equipment	\$ 365,300	0.71%	\$ 499,873	\$ 134,573	36.84%	0.94%
Contractual	\$ 9,018,772	17.56%	\$ 9,179,628	\$ 160,856	1.78%	17.17%
Employee Benefits	\$ 13,041,200	25.39%	\$ 13,599,650	\$ 558,450	4.28%	25.44%
Subtotal	\$ 51,354,021	100.00%	\$ 53,452,042	\$ 2,098,021	4.09%	100.00%
Grants & Non Credit:						
Personal Services	\$ 313,500	69.67%	\$ 313,500	\$ -	0.00%	69.67%
Equipment	\$ 60,000	13.33%	\$ 60,000	\$ -	0.00%	13.33%
Contractual	\$ 21,500	4.78%	\$ 21,500	\$ -	0.00%	4.78%
Employee Benefits	\$ 55,000	12.22%	\$ 55,000	\$ -	0.00%	12.22%
Subtotal	\$ 450,000	100.00%	\$ 450,000	\$ -	0.00%	100.00%
Grand Total:	\$ 51,804,021		\$ 53,902,042	\$ 2,098,021	4.05%	

Footnotes:

- (1) Net Operating Budget = Total budget - (Offset + "Cost not Allowable for State Aid").
- (2) Local Share = Sponsor + Fund Balance + Chargebacks + Out-of-State
- (3) Full-time Tuition increase of \$100, 2.7%
- (4) 100% Offset to Expense - self-sustaining programs.

Mohawk Valley Community College
 State Aid Calculations
 2014-15

			Actual
Fundable FTE's -	2011 - 12		5,879.9
Fundable FTE's -	2012 - 13		5,766.7
Fundable FTE's -	2013 - 14		5,590.0
Weighting Factors x Actual Funded FTE			
2011 - 12	20%	5,879.9	1,176.0
2012 - 13	30%	5,766.7	1,730.0
2013 - 14	50%	5,590.0	2,795.0
Weighted Average			5,701.0
Funded FTE = Greater Weighted average or prior year's actual			5,701.0
Base State Aid	\$ 2,497		\$ 14,235,372
Rental			\$ 54,848
Funding High Needs Programs			\$ -
Total Budgeted State Aid			\$ 14,290,220

**Mohawk Valley Community College
Tuition Computation Calculations
2014-15**

	Head Ct	Cr. Hrs.	Rate	Tuition
Full Time			\$ 3,810	
Fall 2014	4,524.0	67,147.0		
Spr. 2015	3,907.0	57,769.0		
Average	4,215.5			\$ 16,060,941
Part Time - Regular			\$ 155	
Fall 2014	1,459.2	9,431.6		\$ 1,461,901
Spr. 2015	1,400.4	9,215.9		\$ 1,428,468
Intersession				
	171.5	580.7		\$ 90,001
Part Time - High School Program				
Fall 2014	1,344.0	5,262.5		\$ 271,896
Spr. 2015	1,793.0	8,328.5		\$ 430,306
Sum 2015	1,273.0	6,884.5		\$ 1,067,098
Total Part Time		39,704.0		\$ 4,749,668
Total Tuition				\$ 20,810,609
Total Credit Hours		164,620.0		
Total FTE		5,487.3		

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID

Budget Request

2014-15

	Actual	Budget	Budget
	2012-13	2013-14	2014-15
Offset to Expense			
Day Care	\$49,488	\$55,000	\$70,000
Gymnasium	\$20,361	\$11,000	\$21,000
Transcript Fees	\$46,259	\$33,000	\$40,000
Protested Check Fee	\$250	\$700	\$500
Credit by Exam/Life Experience	\$4,698	\$5,500	\$4,500
Nursing Proficiency Exam	\$0	\$1,500	\$0
Late Fees	\$146	\$1,700	\$200
Nursing IV Diagnostic Readiness Test	\$0	\$1,000	\$0
Air Frame & PowerPlant Fee	\$189,484	\$175,000	\$225,000
Welding Fee \$100	\$9,670	\$11,500	\$11,500
Art Studio Lab Fee (\$20 - \$60)	\$24,360	\$25,000	\$25,000
Internet Course Fee	\$227,623	\$258,000	\$312,000
Technology Fee	\$1,331,208	\$1,332,200	\$1,390,000
Student Support Fee	\$0	\$211,500	\$252,800
Nursing Lab Fee	\$67,000	\$60,000	\$60,000
Science Lab Fees	\$89,126	\$96,000	\$96,000
Interest Earnings	\$14,789	\$30,000	\$15,000
Commissions/Vending	\$27,083	\$25,000	\$25,000
Sale of Equipment	\$38,202	\$25,000	\$25,000
Refund of Prior Year Expense	\$243,813	\$125,000	\$125,000
Food Service Income	\$6,835	\$7,000	\$7,000
Other Miscellaneous	\$612,566	\$625,024	\$1,283,203
Parking Fines	\$4,015	\$5,000	\$4,000
Library Fines (Copier)	\$2,331	\$3,000	\$3,000
Dorm Utility Charges	\$142,039	\$180,000	\$185,000
Dorm Staff Charges	\$105,618	\$100,000	\$105,206
Building & Security Services	\$300	\$1,500	\$1,500
Rental of Facilities	\$75,434	\$50,000	\$80,000
Foundation - Reimbursement	\$0	\$5,000	\$5,000
Child Care (State Aid)	\$40,400	\$0	\$25,000
MVCC Foundation Contribution	\$0	\$47,500	\$50,000
	<hr/>	<hr/>	<hr/>
Total Other Offsets	\$3,373,098	\$3,507,624	\$4,447,409
FEDERAL AID			
VA Reporting Fees	\$3,228	\$3,000	\$3,000
Fed. Funds Admin. Allowance	\$56,393	\$50,000	\$50,000
Federal Work Study	\$90,785	\$128,800	\$128,800
USDA - Child Care	\$4,847	\$10,000	\$4,000
	<hr/>	<hr/>	<hr/>
Total Federal Aid	\$155,253	\$191,800	\$185,800
Total Offsets/Federal Aid:	\$3,528,351	\$3,699,424	\$4,633,209

DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID

Budget Request

2014-15

	Actual 2012-13	Budget 2013-14	Budget 2014-15
Balance Forward (previous page):	<u>\$3,528,351</u>	<u>\$3,699,424</u>	<u>\$4,633,209</u>
Grants and Non-Credit			
Grants	\$2,695,922	\$450,000	\$450,000
Contract Course Fees	\$389,986	\$375,000	\$375,000
Self Sustaining Non Credit Offerings	<u>\$1,796,182</u>	<u>\$1,400,000</u>	<u>\$1,395,000</u>
Total Grants & Non-Credit	<u>\$4,882,090</u>	<u>\$2,225,000</u>	<u>\$2,220,000</u>
Grand Total:	<u><u>\$8,410,441</u></u>	<u><u>\$5,924,424</u></u>	<u><u>\$6,853,209</u></u>

DEPARTMENT	Personnel			Contractual			Equipment & Benefits			Total		Total	
	2013-14	2014-15		2013-14	2014-15		2013-14	2014-15		2013-14	2014-15		
	Requested	Requested	%	Requested	Requested	%	Requested	Requested	%	Original	Requested	%	
	Budget	Budget	Chg.	Budget	Budget	Chg.	Budget	Budget	Chg.	Budget	Budget	Chg.	
Grants * # 2001	\$ 313,500	\$ 313,500	0.0%	\$ 76,500	\$ 76,500	0.0%	\$ 60,000	\$ 60,000	0.0%	\$ 450,000	\$ 450,000	0.0%	
Community Services * 1217	\$ 235,000	\$ 265,000	12.8%	\$ 131,500	\$ 121,500	-7.6%	\$ -	\$ -		\$ 366,500	\$ 386,500	5.5%	
Tractor-Trailer Program (1214)		\$ -		\$ 364,000	\$ 419,000	15.1%				\$ 364,000	\$ 419,000	15.1%	
Cyber Security (1215)	\$ -	\$ -		\$ -	\$ -					\$ -	\$ -		
Corporate Programs (1216)	\$ 160,379	\$ 216,000	34.7%	\$ 155,500	\$ 155,500	0.0%				\$ 315,879	\$ 371,500	17.6%	
Corporate Programs * 1216	\$ 160,379	\$ 216,000	34.7%	\$ 519,500	\$ 574,500	10.6%	\$ -	\$ -		\$ 679,879	\$ 790,500	16.3%	
Subtotal Offset Items	\$ 708,879	\$ 794,500	12.1%	\$ 727,500	\$ 772,500	6.2%	\$ 60,000	\$ 60,000	0.0%	\$ 1,496,379	\$ 1,627,000	8.7%	
VP Learning & Academic Affairs 1170	\$ 1,176,519	\$ 1,061,435	-9.8%	\$ 216,600	\$ 368,000	69.9%		\$ 135,000	100%	\$ 1,393,119	\$ 1,564,435	12.3%	
Business & Information Tech 1102	\$ 1,243,202	\$ 1,308,745	5.3%	\$ 2,500	\$ 2,600	4.0%				\$ 1,245,702	\$ 1,311,345	5.3%	
Engineering Tech. & The Trades 1106	\$ 1,107,947	\$ 1,154,796	4.2%	\$ 69,400	\$ 68,000	-2.0%				\$ 1,177,347	\$ 1,222,796	3.9%	
Welding 1107	\$ 113,255	\$ 125,648	10.9%	\$ 50,150	\$ 52,394	4.5%				\$ 163,405	\$ 178,042	9.0%	
Airframe & Power Plant 1108	\$ 585,345	\$ 671,775	14.8%	\$ 41,940	\$ 34,200	-18.5%				\$ 627,285	\$ 705,975	12.5%	
Computer Information Science 1109	\$ 145,176	\$ 235,983	62.5%	\$ 500	\$ 6,800	1260.0%				\$ 145,676	\$ 242,783	66.7%	
Engineering, Computer, & Physical Sci's 1110	\$ 672,383	\$ 707,346	5.2%	\$ 26,562	\$ 26,821	1.0%				\$ 698,945	\$ 734,167	5.0%	
Developmental Studies 1112	\$ 737,649	\$ 672,263	-8.9%	\$ 3,050	\$ 3,050	0.0%				\$ 740,699	\$ 675,313	-8.8%	
Dual Credit 1113	\$ 91,233	\$ 134,465	47.4%	\$ 572,088	\$ 575,580	0.6%				\$ 663,321	\$ 710,045	7.0%	
Honors Program 1114	\$ 6,000	\$ 15,221	153.7%	\$ 1,500	\$ 1,500	0.0%				\$ 16,721	\$ 16,721	100.0%	
Art 1121	\$ 1,123,296	\$ 1,122,158	-0.1%	\$ 37,250	\$ 44,750	20.1%				\$ 1,160,546	\$ 1,166,908	0.5%	
Humanities 1122	\$ 1,326,565	\$ 1,345,225	1.4%	\$ 13,846	\$ 9,850	-28.9%				\$ 1,340,411	\$ 1,355,075	1.1%	
Languages 1123	\$ 434,805	\$ 488,801	12.4%	\$ 400	\$ 400	0.0%				\$ 435,205	\$ 489,201	12.4%	
Criminal Justice 1124	\$ 275,727	\$ 333,220	20.9%	\$ 81,800	\$ 81,800	0.0%				\$ 357,527	\$ 415,020	16.1%	
Social Sciences 1125	\$ 300,240	\$ 338,749	12.8%	\$ 133,900	\$ 18,600	-86.1%				\$ 434,140	\$ 357,349	-17.7%	
Mathematics 1126	\$ 861,397	\$ 922,327	7.1%	\$ 3,500	\$ 3,500	0.0%				\$ 864,897	\$ 925,827	7.0%	
History & Geography 1127	\$ 224,631	\$ 219,431	-2.3%							\$ 224,631	\$ 219,431	-2.3%	
Education 1128	\$ 296,766	\$ 328,909	10.8%	\$ 1,000	\$ 1,500	50.0%				\$ 297,766	\$ 330,409	11.0%	
Life Science 1131	\$ 995,530	\$ 1,042,092	4.7%	\$ 73,600	\$ 74,000	0.5%				\$ 1,069,130	\$ 1,116,092	4.4%	
Psychology, Human Srv & Education 1134	\$ 828,798	\$ 834,298	0.7%	\$ 1,600	\$ 1,600	0.0%				\$ 830,398	\$ 835,898	0.7%	
Medical Assistant/Assisting 1130	\$ 78,886	\$ 94,543	19.8%	\$ 1,160	\$ 1,160	0.0%				\$ 80,046	\$ 95,703	19.6%	
Allied Health 1133	\$ 247,003	\$ 249,002	0.8%	\$ 6,750	\$ 4,950	-26.7%				\$ 253,753	\$ 253,952	0.1%	
Nursing 1135	\$ 728,495	\$ 755,715	3.7%	\$ 37,925	\$ 39,925	5.3%				\$ 766,420	\$ 795,640	3.8%	
Respiratory Care 1137	\$ 289,753	\$ 336,076	16.0%	\$ 7,655	\$ 10,205	33.3%				\$ 297,408	\$ 346,281	16.4%	
Rad Tech 1136	\$ 133,565	\$ 161,153	100.0%	\$ 28,700	\$ 23,215	100.0%				\$ 162,265	\$ 184,368	13.6%	
Health Information Tech 1138	\$ 82,489	\$ 84,385	2.3%	\$ 3,650	\$ 12,250	235.6%				\$ 86,139	\$ 96,635	12.2%	
Total Nursing & Health Programs	\$ 1,560,191	\$ 1,680,874	7.7%	\$ 85,840	\$ 91,705	6.8%	\$ -	\$ -		\$ 1,646,031	\$ 1,772,579	7.7%	
Hospitality Program 1132	\$ 292,050	\$ 295,510	1.2%	\$ 66,000	\$ 60,140	-8.9%				\$ 358,050	\$ 355,650	-0.7%	
Physical Education 1139	\$ 785,617	\$ 816,831	4.0%	\$ 13,250	\$ 15,780	19.1%				\$ 798,867	\$ 832,611	4.2%	
Info Tech - Educational Applications 1142	\$ 182,658	\$ 195,240	6.9%	\$ 175,003	\$ 192,806	10.2%				\$ 357,661	\$ 388,046	8.5%	
Carpentry & Masonry 1143	\$ 137,400	\$ 143,857	4.7%	\$ 35,000	\$ 25,381	-27.5%				\$ 172,400	\$ 169,238	-1.8%	
Student Serv Center 1144	\$ 622,628	\$ 663,373	6.5%	\$ 64,700	\$ 44,450	-31.3%				\$ 687,328	\$ 707,823	3.0%	
Art Infusion 1173	\$ -	\$ -								\$ -	\$ -		
Community Restoration Initiative 1174										\$ -	\$ -		
International Initiative 1176	\$ 90,640	\$ 92,490	2.0%	\$ 27,300	\$ 27,425	0.5%				\$ 117,940	\$ 119,915	1.7%	
P-20 ARC 1177										\$ -	\$ -	0.0%	
Corp. & Customized Trng - CCED 1211	\$ 314,299	\$ 310,201	-1.3%	\$ 8,000	\$ 8,000	0.0%				\$ 322,299	\$ 318,201	-1.3%	
Total Instr w/o Grants & Offsets:	\$ 16,531,946	\$ 17,261,263	4.4%	\$ 1,806,279	\$ 1,840,632	1.9%	\$ -	\$ 135,000	100%	\$ 18,330,725	\$ 19,236,895	4.9%	
Total Instruction:	\$ 17,240,825	\$ 18,055,763	4.7%	\$ 2,533,779	\$ 2,613,132	3.1%	\$ 60,000	\$ 195,000	225.0%	\$ 19,827,104	\$ 20,863,895	5.2%	
* Expenses are offset 100% by revenues.													
# Contractual amounts includes Fringe Benefit costs for grants.													

DEPARTMENT	Personnel			Contractual			Equipment & Benefits			Total	Total	
	2013-14	2014-15		2013-14	2014-15	%	2013-14	2014-15	%	2013-14	2014-15	%
	Requested	Requested	%	Requested	Requested	%	Requested	Requested	%	Original	Requested	%
	Budget	Budget	Chg.	Budget	Budget	Chg.	Budget	Budget	Chg.	Budget	Budget	Chg.
Public Service 1222	\$ -	\$ -	\$ -	\$ 4,200	\$ 4,200	0.0%				\$ 4,200	\$ 4,200	0.0%
Library 1150	\$ 546,987	\$ 573,340	4.8%	\$ 396,250	\$ 381,250	-3.8%				\$ 943,237	\$ 954,590	1.2%
Education Technology 1151	\$ 355,048	\$ 384,883	8.4%	\$ 235,250	\$ 250,840	6.6%				\$ 590,298	\$ 635,723	7.7%
Tutoring Center 1152	\$ 334,134	\$ 310,397	-7.1%	\$ 2,600	\$ 3,000	15.4%				\$ 336,734	\$ 313,397	-6.9%
TOTAL	\$ 1,236,169	\$ 1,268,620	2.6%	\$ 634,100	\$ 635,090	0.2%	\$ -	\$ -		\$ 1,870,269	\$ 1,903,710	1.8%
Rome Campus 1707	\$ 407,352	\$ 421,183	3.4%	\$ 19,000	\$ 20,500	7.9%				\$ 426,352	\$ 441,683	3.6%
VP Student Services 1301	\$ 167,654	\$ 161,110	-3.9%	\$ 84,250	\$ 67,350	-20.1%				\$ 251,904	\$ 228,460	-9.3%
Recruitment & Outreach 1212	\$ -	\$ 36,339	100.0%	\$ -	\$ 12,000	0%				\$ -	\$ 48,339	100.0%
Student Engagement & Outreach 1302	\$ 187,294	\$ 193,368	3.2%	\$ 96,000	\$ 98,225	2.3%				\$ 283,294	\$ 291,593	2.9%
Counseling 1303	\$ 114,499	\$ 204,602	78.7%	\$ 12,600	\$ 13,450	6.7%				\$ 127,099	\$ 218,052	71.6%
Health Center 1304	\$ 87,031	\$ 92,430	6.2%	\$ 6,450	\$ 7,750	20.2%				\$ 93,481	\$ 100,180	7.2%
Admissions 1305	\$ 315,611	\$ 330,939	4.9%	\$ 43,200	\$ 40,700	-5.8%				\$ 358,811	\$ 371,639	3.6%
Student Employment										\$ -	\$ -	
Svcs. To Students/Disabilities 1307	\$ 110,993	\$ 140,476	26.6%	\$ 105,950	\$ 109,950	3.8%				\$ 216,943	\$ 250,426	15.4%
Residence Life 1308	\$ 113,662	\$ 118,854	4.6%	\$ 500	\$ 300	-40.0%				\$ 114,162	\$ 119,154	4.4%
Child Care 1309	\$ 176,104	\$ 188,724	7.2%	\$ 21,500	\$ 41,600	93.5%				\$ 197,604	\$ 230,324	16.6%
Athletics 1312	\$ 309,709	\$ 336,483	8.6%	\$ 26,500	\$ 29,500	11.3%				\$ 336,209	\$ 365,983	8.9%
Career - Job Placement Svc 1314	\$ 235,331	\$ 156,739	-33.4%	\$ 14,700	\$ 8,100	-45%				\$ 250,031	\$ 164,839	-34.1%
Judicial Affairs 1315	\$ 103,830	\$ 126,796	22.1%	\$ 9,300	\$ 8,620	-7%				\$ 113,130	\$ 135,416	19.7%
International Students 1316	\$ 44,177	\$ 46,702	5.7%	\$ 21,250	\$ 25,750	21%				\$ 65,427	\$ 72,452	10.7%
Adult Learner 1317	\$ 157,951	\$ 180,432	14.2%	\$ 2,600	\$ 2,600	0.0%				\$ 160,551	\$ 183,032	14.0%
Registrar 1508	\$ 438,842	\$ 439,312	0.1%	\$ 5,725	\$ 4,725	-17.5%				\$ 444,567	\$ 444,037	-0.1%
First Year Experience 1318	-	\$ 18,000	100.0%	-	\$ 37,000	100.0%				\$ -	\$ 55,000	100.0%
Financial Aid INC College Work Study 1502	\$ 539,701	\$ 557,428	3.3%	\$ -	\$ 4,850	100.0%	\$ -	\$ -		\$ 539,701	\$ 562,278	4.2%
TOTAL Student Svcs.	\$ 2,562,688	\$ 2,771,306	8.1%	\$ 450,525	\$ 507,620	12.7%	\$ -	\$ -		\$ 3,013,213	\$ 3,223,926	7.0%
VP Administrative Svcs. 1501	\$ 163,867	\$ 165,644	1.1%	\$ 40,900	\$ 21,075	-48.5%	\$ 365,300	\$ 364,873	-0.1%	\$ 570,067	\$ 551,592	-3.2%
Office Services 1505	\$ 149,538	\$ 172,019	15.0%	\$ 484,795	\$ 512,860	5.8%				\$ -	\$ -	
Human Resources 1507	\$ 266,447	\$ 274,041	2.9%	\$ 119,800	\$ 105,800	-11.7%				\$ 634,333	\$ 684,879	8.0%
Finance Office 1509	\$ 809,961	\$ 794,581	-1.9%	\$ 165,850	\$ 184,551	11.3%				\$ 386,247	\$ 379,841	-1.7%
Information Tech - Adm Applications 1706	\$ 680,368	\$ 642,529	-5.6%	\$ 606,268	\$ 609,822	0.6%				\$ 975,811	\$ 979,132	0.3%
TOTAL Admin. Svcs.	\$ 2,070,181	\$ 2,048,814	-1.0%	\$ 1,417,613	\$ 1,434,108	1.2%	\$ 365,300	\$ 364,873	-0.1%	\$ 1,286,636	\$ 1,252,351	-2.7%
TOTAL - Page 2	\$ 6,816,090	\$ 7,067,351	3.7%	\$ 2,525,438	\$ 2,606,368	3.2%	\$ 365,300	\$ 364,873	-0.1%	\$ 9,706,828	\$ 9,983,592	2.9%
Page 4a												
Director of Facilities & Opts 1511	\$ 302,180	\$ 310,065	2.6%	\$ 1,739,650	\$ 1,693,900	-2.6%				\$ 2,041,830	\$ 2,003,965	-1.9%
Buildings 1512	\$ 450,668	\$ 447,813	-0.6%	\$ 303,300	\$ 314,900	3.8%				\$ 753,968	\$ 762,713	1.2%

Mohawk Valley Community College
Fringe Benefits
2013 - 2014 to 2014 - 2015

	2013-14 Adopted	2014-15 Request	% Change
Health Insurance Waiver	\$ 30,000	\$ 36,000	20.0%
NYS Teachers Retirement	\$ 542,500	\$ 645,150	18.9%
TIAA/CREF Retirement	\$ 1,675,000	\$ 1,550,000	-7.5%
NYS Employees Retirement	\$ 1,812,200	\$ 1,950,000	7.6%
Social Security	\$ 2,260,000	\$ 2,350,000	4.0%
Health Insurance	\$ 5,925,000	\$ 6,254,000	5.6%
Unemployment Compensation	\$ 120,000	\$ 120,000	0.0%
Workers Compensations	\$ 345,000	\$ 370,000	7.2%
Employee Tuition Waivers	\$ 20,000	\$ 15,000	-25.0%
Dependent Tuition Waivers	\$ 80,000	\$ 80,000	0.0%
Med LTD & Life Insurance	\$ 25,000	\$ 30,000	20.0%
Nursing Liability Insurance	\$ 1,000	\$ 500	-50.0%
Other Employee Benefits	\$ 9,500	\$ 10,000	5.3%
Compensated Absences - FICA	\$ 4,000	\$ 3,000	-25.0%
PA Retirement Incentive	\$ 162,000	\$ 162,000	0.0%
AMVA Insurance	\$ 60,000	\$ 60,000	0.0%
Total Fringe Benefits	\$ 13,071,200	\$ 13,635,650	4.3%

RENTAL

Bowling Lane	\$ 1,500	\$ 2,000	33.3%
Golf Course	\$ 500	\$ 1,500	200.0%
Ice Rental	\$ 15,000	\$ 17,000	13.3%
Tennis Court Rental	\$ 1,000	\$ -	-100.0%
Indoor Baseball	\$ 6,000	\$ 7,500	25.0%
Room Rental	\$ 4,000	\$ 3,500	-12.5%
Rental Other	\$ 99,000	\$ 94,000	-5.1%
Total Rentals	\$ 127,000	\$ 125,500	-1.2%

**Mohawk Valley Community College
Grants Adopted vs. Amended
2013-14 - Current Year**

	Personal Services	Equipment	Contractual	Fringe Benefits	Total
2013-14 Adopted Budget:	\$ 313,500	\$ 60,000	\$ 21,500	\$ 55,000	\$ 450,000
2013-14 Amended Budget:					
Cyber DOL Grant	\$ 34,750	\$ 104	\$ 61,095	\$ 1,857	\$ 97,806
HVCC Nano Tech - NSF	\$ 14,470	\$ -	\$ 15,947	\$ 5,354	\$ 35,771
MV EOP Center	\$ 179,922	\$ -	\$ 12,410	\$ 57,317	\$ 249,649
Utica GEAR UP - Year 2	\$ 15,851	\$ -	\$ 42,287	\$ 7,173	\$ 65,311
Upward Bound	\$ 133,741	\$ -	\$ 58,546	\$ 65,985	\$ 258,272
SUNY Honors	\$ -	\$ -	\$ 7,283	\$ -	\$ 7,283
SUNY Library Collection	\$ -	\$ -	\$ 8,766	\$ -	\$ 8,766
CSTEP	\$ 31,375	\$ -	\$ 62,769	\$ 19,201	\$ 113,345
Utica GEAR UP - Year 3	\$ 231,081	\$ -	\$ 200,640	\$ 92,950	\$ 524,671
STEP	\$ 39,187	\$ -	\$ 43,863	\$ 21,186	\$ 104,236
MV Youthbuild - DOL Grant	\$ 315,000	\$ -	\$ 536,191	\$ 119,700	\$ 970,891
TAACCCT - DOL thru Monroe CC	\$ 70,000	\$ 38,548	\$ 23,792	\$ 19,400	\$ 151,740
VATEA - All (4) Major Efforts	\$ 130,865	\$ 32,555	\$ 379,366	\$ 23,504	\$ 566,290
Total	\$ 1,196,242	\$ 71,207	\$ 1,452,955	\$ 433,627	\$ 3,154,031

**Mohawk Valley Community College
Insurance**

	2013-14 Adopted	2013-14 Amended	2014-15 Request	% Change
Boiler & Machinery	\$ 8,000	\$ 8,000	\$ -	-100.0%
Data Processing	\$ -	\$ 1,500	\$ 1,500	0.0%
Employee Dishonesty	\$ -	\$ 500	\$ 500	0.0%
Commercial	\$ 272,480	\$ 272,480	\$ 277,555	1.9%
Automobile	\$ 14,200	\$ 14,200	\$ 15,561	9.6%
Other	\$ -	\$ 7,000	\$ 7,000	0.0%
Total	\$ 294,680	\$ 303,680	\$ 302,116	-0.5%

**Mohawk Valley Community College
Historical Comparison
Sponsor Appropriation**

	Sponsor Contribution	Increased Amount	% Increase
2002 - 03	\$ 5,812,059	\$ 497,000	9.35%
2003 - 04	\$ 5,862,059	\$ 50,000	0.86%
2004 - 05	\$ 6,362,059	\$ 500,000	8.53%
2005 - 06	\$ 6,462,059	\$ 100,000	1.57%
2006 - 07	\$ 6,862,059	\$ 400,000	6.18%
2007 - 08	\$ 7,068,059	\$ 206,000	3.00%
2008 - 09	\$ 7,280,100	\$ 212,041	3.00%
2009 - 10	\$ 7,280,100	\$ -	0.00%
2010 - 11	\$ 7,280,100	\$ -	0.00%
2011 - 12	\$ 7,280,100	\$ -	0.00%
2012 - 13	\$ 7,280,100	\$ -	0.00%
2013 - 14	\$ 7,280,100	\$ -	0.00%
2014-15	\$ 7,498,503	\$ 218,403	3.00%

**Mohawk Valley Community College
Historical Comparison
Fund Balances**

Fiscal Yr. Ending	Total Appropriations	% Increase	Fund Balance at End of Fiscal Year	Amount Appropriated	Unapprop. Balance	Unapprop. Balance as a % of Opr Budget	Minimum Recommend Bal 5% of Total Appropriations
August 31, 2002	\$ 31,105,667	3.35%	\$ 263,432	\$ -	\$ 263,432	0.85%	\$ 1,555,283
August 31, 2003	\$ 32,640,102	4.93%	\$ 1,170,092	\$ 434,103	\$ 735,989	2.25%	\$ 1,632,005
August 31, 2004	\$ 35,123,246	7.61%	\$ 1,950,693	\$ 1,402,868	\$ 547,825	1.56%	\$ 1,756,162
August 31, 2005	\$ 36,458,478	3.80%	\$ 1,989,256	\$ 1,040,000	\$ 949,256	2.60%	\$ 1,822,924
August 31, 2006	\$ 37,940,000	4.06%	\$ 3,545,798	\$ 842,850	\$ 2,702,948	7.12%	\$ 1,897,000
August 31, 2007	\$ 39,618,571	4.42%	\$ 4,676,914	\$ 1,840,152	\$ 2,836,762	7.16%	\$ 1,980,929
August 31, 2008	\$ 41,433,478	4.58%	\$ 6,154,813	\$ 2,125,000	\$ 4,029,813	9.73%	\$ 2,071,674
August 31, 2009	\$ 45,072,818	8.78%	\$ 7,110,060	\$ 3,000,000	\$ 4,110,060	9.12%	\$ 2,253,641
August 31, 2010	\$ 47,828,521	6.11%	\$ 7,871,295	\$ 4,000,000	\$ 3,871,295	8.09%	\$ 2,391,426
August 31, 2011	\$ 50,195,780	4.95%	\$ 6,626,108	\$ 3,976,826	\$ 2,649,282	5.28%	\$ 2,509,789
August 31, 2012	\$ 50,553,210	0.71%	\$ 5,179,003	\$ 1,268,579	\$ 3,910,424	7.74%	\$ 2,527,661
August 31, 2013	\$ 51,804,021	2.47%	\$ 5,636,547	* \$ 1,396,877	\$ 4,239,670	8.18%	\$ 2,590,201
August 31, 2014	\$ 53,902,042	4.05%	\$ 4,200,000	* \$ 1,300,000	\$ 2,900,000	5.38%	\$ 2,695,102

* Projected

**Mohawk Valley Community College
Budget Vs Projected FTE's
2013-2014 To 2014-2015**

	Budgeted FTE's 2013-14	Budgeted FTE's 2014-15	FTE Difference	% Difference
Fall				
Full Time	2,164.2	2,238.2	74.0	3.4%
Part Time	501.5	489.8	(11.7)	-2.3%
Intersession	20.4	19.4	(1.0)	-4.9%
Spring				
Full Time	2,034.4	1,925.6	(108.7)	-5.3%
Part Time	527.6	584.8	57.2	10.8%
Summer				
Part Time	<u>232.3</u>	<u>229.5</u>	<u>(2.8)</u>	-1.2%
Totals:	5,480.3	5,487.3	7.0	0.1%

**Mohawk Valley Community College
Enrollment Projections
2014-15**

	Actual 2011 - 12	Actual 2012 - 13	% Chg. 11-12 to 12 - 13	Projected 2013-14	% Chg. 12-13 to 13-14	Budgeted 2014-15	% Chg. 13-14 to 14-15
<u>Full Time Headcount</u>							
Fall	4,923	4,599	-6.58%	4,616	0.37%	4,524	-2.00%
Spring	4,383	4,281	-2.33%	3,987	-6.87%	3,907	-2.00%
<u>Full Time Credit Hours</u>							
Fall	72,235.5	67,802	-6.14%	68,517.0	1.05%	67,146.7	-2.00%
Spring	64,665.0	62,623	-3.16%	58,947.5	-5.87%	57,768.6	-2.00%
<u>Part Time Headcount</u>							
Fall	2,739	2,863	4.53%	2,833	-1.05%	2,803	-1.05%
Spring	3,144	3,274	4.13%	3,222	-1.59%	3,193	-0.89%
Summer & Intersession	1,453	1,589	9.36%	1,474	-7.24%	1,445	-2.00%
<u>Part Time Credit Hours</u>							
Fall	14,242.0	15,161	6.45%	14,886.6	-1.81%	14,694.1	-1.29%
Spring	16,700.5	17,453	4.50%	17,732.5	1.60%	17,544.4	-1.06%
Summer & Intersession	7,812.0	9,192	17.67%	7,617.5	-17.13%	7,465.2	-2.00%
Total Cr. Hrs	175,655.0	172,230.1	-1.95%	167,701.1	-2.63%	164,619.0	-1.84%
Total FTE's	5,855.2	5,741.0	-1.95%	5,590.0	-2.63%	5,487.3	-1.84%



ONEIDA COUNTY BOARD OF LEGISLATORS

George Joseph, Majority Leader
7315 Merriman Road ♦ Clinton, New York 13323
Phone: (315) 853-3006 ♦ Email: nrthstr40@aol.com

June 5, 2014

Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 14-222

PUBLIC WORKS

WAYS & MEANS

Re: New definition of the Waters of the U.S.

Dear Chairman Fiorini,

Please find attached a resolution opposing the expansion of federal control under the Clean Water Act. The new Definition of Waters of the U.S. by the U.S. Environmental Protection Agency and the Army Corps of Engineers will give the federal government more authority by expanding of – “navigable waters” under the Clean Water Act..

The proposed changes would subject almost all physical areas with a connection to downstream navigable waters including ditches, natural or man-made ponds and flood plains. These changes would cause significant harm to local farmers, stall the development of businesses, take control of land use for sustainable food production out of local providers' hands, and negatively impact County-owned and maintained infrastructure such as roadside ditches and flood control-channels.

The federal government's attempt to regulate every ditch, pond and rain puddle that may have some vague connection, miles away, to a body of water currently defined as “navigable” is unreasonable and unacceptable.

I ask you for your support in moving this resolution forward.

Sincerely,

George Joseph, R-10th
Majority Leader

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Joseph
2ND BY:

A RESOLUTION OPPOSING THE EXPANSION OF FEDERAL CONTROL UNDER THE CLEAN WATER ACT

- WHEREAS, the U.S. Environmental Protection Agency (EPA) and the Army Corps of Engineers(Corps) have released a 371 draft regulation for Definition of Waters of the U.S. under the Clean Water Act; and
- WHEREAS, both agencies are seeking a rule change to give federal government more authority by expanding of - “navigable waters” in the Clean Water Act; and
- WHEREAS, the rule change proposed by the EPA and the Corps would subject almost all physical areas with a connection to downstream navigable waters, including features such as ditches, natural or man-made ponds, and flood plains, to the jurisdiction of the Clean Water Act; and
- WHEREAS, the proposed rule change would cause significant harm to local farmers, stall the development of businesses, take control of land use for sustainable food production out of the our local providers’ hands, and negatively impact County-owned and maintained infrastructure such as roadside ditches and flood control-channels; and
- WHEREAS, the cost to our farms, municipalities and tax payers will be enormous; and
- WHEREAS, the Oneida County Farm Bureau along with the New York Farm Bureau opposes the proposed rule change; and
- WHEREAS, it is impractical for the federal government to regulate every ditch, pond and rain puddle that may have some tenuous connection, miles away, to a body of water currently defined as “navigable”;
- NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Legislators hereby strongly opposes the EPA and Corps expansion of the Clean Water Act as proposed; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State

Assembly Representative Ken Blankenbush, New York State Senator David Valesky, New York State Assembly Representative, William Magee, New York State Assembly Marc Butler, County Executive Anthony Picente, the Environmental Protection Agency, the Army Corps of Engineers and all others deemed necessary and proper.

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

FN 20 14 - 223

May 30, 2014

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

PUBLIC SAFETY

Reviewed and Approved for submission to the **WAYS & MEANS**
Oneida County Board of Legislators by

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

Date 6-9-14

Dear County Executive Picente:

The Sheriff's Office is requesting approval for the renewal of our agreement with Avaya for our phone switch and voice mail system. The Sheriff's Office has previously contracted with Avaya to maintain the 284 TDM ports and 186 Audix mailboxes at the Sheriff's Office. Avaya is a contractor with New York State and gives us the same opportunities for the discounts offered to the State.

We are currently seeking to renew this contract which would commence on May 11, 2014 and expire on May 10, 2018. The total amount of funding requested for the Support and Maintenance contract with Avaya is \$68,280. This is a yearly cost of \$17,070.

This Agreement requires Board action at the Board's next meeting.

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

Robert M. Maciol
Sheriff



Oneida County Department/Office: Sheriff's Office

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Avaya

Title of Activity or Service: Purchase of Services

Proposed Dates of Operation: 5/11/14-5/10/18

Client Population/Number to be Served: Residents of Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** This Agreement provides the Sheriff's Office with Avaya Definity G3 Telephone Switch and Voice Mail System.
- 2) **Program/Service Objectives and Outcomes:** The Switch handles all the Sheriff's Office phones including the jail and all the voice mail.
- 3) **Program Design and Staffing:** n/a

Total Funding Requested: \$68,280.00 over four years (\$17,070 per year)

Account #: 3151.416

Oneida County Dept. Funding Recommendation: Recommend approval.

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

Oneida County Department/Office Staff Comments: We have used this phone system for many years and it meets the needs of the Sheriff's Office.



Channel Service Agreement Order Form for Distributors

US Only (Utility Version)

Customer Name:	Oneida County Sheriff's Department	Contract #:	Page 1 of	total pages
Sold To number:	2861418			
Equipment Location Address:		Customer Contact:	Installation Date:	
6065 Judd Road		Tim Conboy	renewal	
City State Zip		Customer Contact Telephone Number:	For new maintenance services orders, Avaya will determine the services start date up to Avaya's acceptance of the order. For support services renewal or replacement orders, the start date will be the first billing cycle date following Avaya's acceptance of the order. The support services ordered hereunder and the associated billing may commence, in some cases, during the Avaya Product warranty period. If this order is for replacement services or changed services for a Product currently covered by another Avaya support service, Customer hereby agrees to terminate the replaced service effective the date of implementation of the replacement service. Customer acknowledges that termination charges may apply in accordance with Avaya's termination policy and Customer's commercial agreement.	
Oriskany, NY 13424		315-765-2269		

NOTICE: THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF AVAYA'S MASTER MAINTENANCE AND MANAGED SERVICES TERMS FOUND AT <https://downloads.avaya.com/css/P8/documents/100172253> IN EFFECT AS OF THE DATE OF THIS ORDER, AND SUCH TERMS AND CONDITIONS ARE INCORPORATED INTO THIS ORDER BY REFERENCE. ANY TERMS AND CONDITIONS ON CUSTOMER'S PURCHASE ORDER OR OTHER SUBMITTED DOCUMENTATION OR WEBSITES SHALL HAVE NO FORCE AND EFFECT. However, if Avaya and Customer have executed a master or frame agreement that includes maintenance and managed services terms and conditions that is currently in effect between the parties, this Order Form shall be subject to the terms and conditions of such agreement. The support services ordered hereunder are described and subject to the terms of the support service description (e.g., Service Agreement Supplement, statement of work, service description) (the "SAS") in effect as of the date of the Order, which SAS is incorporated by reference into this Order.

Customer authorizes Avaya to release information related to inventory and billing for this customer location to the authorized Avaya Business Partner/Distributor. This information will enable the Avaya Business Partner/Distributor to accurately quote to Customer future Avaya products and services. Unless otherwise specified, this authorization shall remain in effect until the earlier of written notification by the Customer or the termination/expiration of maintenance by the original Business Partner whose name appears on this Order Form.

The Maintenance service unit price associated with CMS Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at commencement of Maintenance services for that site. Such per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups. Avaya will, at its discretion, perform a true up on no more than a quarterly basis to reconcile future billing on any items which have been added (activated) or removed (deactivated) during the previous period. No credits or cash payments will be issued against previously paid amounts.

Service charges for IP ports and certain Communication Manager applications (including but not limited to Wan Spare Processor, Local Spare Processor, Survivable Remote Processor & IP Agents) located at remote customer sites that are priced under the utility pricing methodology will be invoiced at customer's main/media server location. These service charges will be invoiced based on the coverage option and pricing reflected at the main site or location. Under Support Advantage Essential or Preferred Support, voice terminals are entitled to remote support. In order for voice terminals to qualify for parts replacement, Support Advantage Parts or Onsite Support with Terminal Replacement coverage is required.

Material Codes	Qty	Description	Term in months	Coverage	Payment Type: Prepaid Annual	Unit Price	Total Price
		See price file attached here to and incorporated here in by this reference Quote # 418080	48	8x5 Onsite Full Coverage	A		\$ 17,070.00
175688	1	DEF SYS TDM/MP MSP'S LEVEL 1 Station/Trunks					
175689	1	DEF SYS TDM/MP MSP'S LEVEL 2 System/Processor					

CUSTOMER'S SIGNATURE BELOW INDICATES CUSTOMER HAS READ AND AGREES TO THE TERMS AND CONDITIONS OF THE APPLICABLE AGREEMENT

Customer	Avaya Inc.
By: (Authorized Signature) Oneida County Sheriff's Department	Accepted By: <i>Michael C. LaSury</i> 4-7-14
Typed Name	Typed Name (Date)
Address	Address <i>Michael C. LaSury, Service Prod. Mgr.</i>
City State Zip	City State Zip <i>1 Sampson Avenue Troy NY 12180</i>

Business Partner Co. Name: MAC Source Communications	Business Partner Sales Associate (Preparer): Steve Valerino
Business Partner HQ Address: 509 Erie Blvd West Syracuse, NY 13204	Phone Number: 315-833-9539
Main Telephone #: 315-833-9539	email: svalerino@macsourceinc.com
Avaya Siebel Parent ID: 659	Please e-mail electronic copy of this CSA Order form to threestarmtc@avaya.com with format of subject line : BP Name/Customer Name/Sold to

Distribute to: Original (BPCC) Copy 2 (Customer) Copy 3 (Avaya Authorized Business Partner)

FILL IN DISTRIBUTOR INFORMATION BELOW:	
Distributor Co. Name: Catalyst Telecom	Distributor Sales Associate: Phil Pressley
Distributor HQ Address: 6 Logue Ct Greenville, SC 29615	Phone Number: 800 790 2029 x8607
Main Telephone #: 865 370 6712	email: Phil.Pressley@catalysttelecom.com Record # 107740
Avaya Siebel Parent ID: 369	Please e-mail electronic copy of this CSA Order Form to bpccmtc@avaya.com with format of subject line: Distributor Name/Customer Name/Sold To

Distribute to: Original (BPCC) Copy 2 (Customer) Copy 3 (Avaya Authorized Business Partner) Copy 4 (Distributor)

Payer Ref Num: 100915162
 FL Address: ONEIDA COUNTY SHERIFFS DEPARTMENT
 6065 JUDD RD
 ORISKANY, NY 13424-4222

Monetary values are in United States Dollars (USD)

Material Code	Description	Qty	Months	Monthly Unit Price	Initial Invoice	Est. Subsequent Invoices Ann	Est. Total Price
Applications Processor --- 48 months --- Full Coverage 8x5							
103000	MULTI TASKING CONTROL UNIT FOR UNIX	1	48	\$4.00	\$48.00	\$48.00	\$192.00
					\$48.00	\$48.00	\$192.00
Converged Voice Products --- 48 months --- Full Coverage 8x5							
185596	C-LAN INTF CIRCUIT PACK TN799DP	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
DEFINITY Audix Platform --- 48 months --- Full Coverage 8x5							
102986	DEFINITY AUDIX ISOLATING DATA INTERFACE	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
DEFINITY Software --- 48 months --- Full Coverage 8x5							
108366	DEFINITY NETWORKING RIGHT TO USE ADDITIONAL 100 PORTS	0	48	\$0.00	\$0.00	\$0.00	\$0.00
108366	DEFINITY NETWORKING RIGHT TO USE ADDITIONAL 100 PORTS	4	48	\$0.00	\$0.00	\$0.00	\$0.00
110245	DEF DCS NETWORKING 1ST 100 PORTS	1	48	\$0.00	\$0.00	\$0.00	\$0.00
110245	DEF DCS NETWORKING 1ST 100 PORTS	0	48	\$0.00	\$0.00	\$0.00	\$0.00
115264	DEFINITY LICENSED COPY DEFINITY NETWORK ADMINISTRATIN R1.0	1	48	\$0.00	\$0.00	\$0.00	\$0.00
151001	DEFINITY SOFTWARE R9SI RIGHT TO USE UPGRADE	1	48	\$0.00	\$0.00	\$0.00	\$0.00
180476	R9&PRIOR UPG CM25I LIC.DS;10IPTRK,SEC500,SIPSFT-NU; 5IPSTA,5200AGT-CU	1	48	\$0.00	\$0.00	\$0.00	\$0.00
182010	CM2 ENTERPRISE EDITION SOFTWARE PACKAGE TRACKING LIC.DS; 10 IP TRK-NU	1	48	\$0.00	\$0.00	\$0.00	\$0.00
105676803	V2 TO V3 VAS UPGRADE	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Enterprise Voice Systems --- 48 months --- Full Coverage 8x5							
102906	ATTENDANT SELECTOR CONSOLE	2	48	\$0.00	\$0.00	\$0.00	\$0.00
102907	CP ANLG LN TN742 8PT	6	48	\$0.00	\$0.00	\$0.00	\$0.00
102909	DEFINITY CIRCUIT PACK TN754C DIGITAL LINE 8 PORT	4	48	\$0.00	\$0.00	\$0.00	\$0.00
102919	CIRCUIT PACK TN746B ANALOG LINE 16 PORT	1	48	\$0.00	\$0.00	\$0.00	\$0.00
102927	CIRCUIT PACK PROCESSOR INTERFACE PACKAGE TN765	1	48	\$0.00	\$0.00	\$0.00	\$0.00
102930	CIRCUIT PACK DS1/DMI TRUNK UPRG ADE TN767E	2	48	\$0.00	\$0.00	\$0.00	\$0.00
102933	NOMINAL BATTERY FACTORY INSTALLED	1	48	\$0.00	\$0.00	\$0.00	\$0.00
102947	DEFINITY CIRCUIT PACK DIGITAL 2 WIRE 24 PORTS	1	48	\$0.00	\$0.00	\$0.00	\$0.00
103001	DEFINITY TERMINAL ENTERPRISE MGMT 715 BCS AMBER SAT	1	48	\$0.00	\$0.00	\$0.00	\$0.00
103090	DEFINITY AUDIX CABLE CONNECTOR ASSEMBLY	1	48	\$0.00	\$0.00	\$0.00	\$0.00
109402	DEFINITY CABINET UPGRADE G1/G31V1-V4 TO RISC MCC	1	48	\$0.00	\$0.00	\$0.00	\$0.00
150951	DEFINITY G31/SI TO RELEASE R9SI MCC UPGRADE	1	48	\$0.00	\$0.00	\$0.00	\$0.00
175997	DEFINITY G3SI UPGRADE TN2400/2401 STOCKED	1	48	\$0.00	\$0.00	\$0.00	\$0.00
103976171	CIRCUIT PACK TN762B HYBRID LINE 8 PORTS	5	48	\$0.00	\$0.00	\$0.00	\$0.00
105167266	CIRCUIT PACK TN747B CENTRAL OFFICE TRUNK INTERFACE	6	48	\$0.00	\$0.00	\$0.00	\$0.00
105483820	ATTENDANT CONSOLE-E	2	48	\$0.00	\$0.00	\$0.00	\$0.00
106405616	CIRCUIT PACK TN763D AUX TRUNK INTERFACE	1	48	\$0.00	\$0.00	\$0.00	\$0.00
106706948	CIRCUIT PACK TN2181 DIGITAL LINE 16 PORT	5	48	\$0.00	\$0.00	\$0.00	\$0.00
107784019	CIRCUIT PACK TONE CLOCK TN2182B	1	48	\$0.00	\$0.00	\$0.00	\$0.00
107985616	CIRCUIT PACK TN753B DID INTERFACE TRUNK 8 PORT	2	48	\$0.00	\$0.00	\$0.00	\$0.00
108516675	CIRCUIT PACK TN2401 NET/PKT BACKPLANE CONNECTOR	1	48	\$0.00	\$0.00	\$0.00	\$0.00
108724915	DEFINITY PACKAGE 16MB FLASHCARD	1	48	\$0.00	\$0.00	\$0.00	\$0.00
700022825	CIRCUIT PACK TN2402 PROCESSOR PACKAGE MULTIVANTAGE1.1.2	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
INTEGRATED SYSTEM MGT SOFTWARE --- 48 months --- Full Coverage 8x5							
188848	INTGR MGMT 3.0 ENTERPRISE ENTITLEMENT UPGRADE LIC.DS CU SR	1	48	\$7.13	\$85.56	\$85.56	\$342.24
					\$85.56	\$85.56	\$342.24
TRANSTALK MAINT --- 48 months --- Full Coverage 8x5							
101972	TRANSTALK POCKETPHONE MDW9030 WITH KIT OF PARTS	1	48	\$9.61	\$115.32	\$115.32	\$461.28
101978	TRANSTALK CARRIER ASSEMBLY	1	48	\$2.77	\$33.24	\$33.24	\$132.96
113876	TRANSTALK DIGITAL COMMUNICATIONS PROTOCOL SOFTWARE VERSION PLUS	1	48	\$9.91	\$118.92	\$118.92	\$475.68
107955122	TRANSTALK CARRIER CONTROL UNIT WIRELESS 117A4	1	48	\$1.64	\$19.68	\$19.68	\$78.72
108401514	TRANSTALK POCKETPHONE 9031DCP SINGLE ZONE 7815H08A	2	48	\$9.08	\$217.92	\$217.92	\$871.68
					\$505.08	\$505.08	\$2020.88
Telephony Server --- 48 months --- Full Coverage 8x5							
103351	PASSAGEWAY WITH SOFTWARE FOR DEFINITY	1	48	\$0.00	\$0.00	\$0.00	\$0.00
407087899	POWER LOCAL ADJUNCT KIT FOR PASSAGEWAY AND DEFINITY 110 VOLT	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Terminals --- 48 months --- Full Coverage 8x5							
101891	VOICE TERMINAL POWER	2	48	\$0.00	\$0.00	\$0.00	\$0.00
105976	TEL SET WITH DISPLAY AND SPEAKERPHONE	7	48	\$0.00	\$0.00	\$0.00	\$0.00
106202443	TEL SET PLUS WITH DISPLAY BLACK	3	48	\$0.00	\$0.00	\$0.00	\$0.00
107702144	TELSET TERMINAL DISPLAY BLACK USA	45	48	\$0.00	\$0.00	\$0.00	\$0.00
108209032	TEL SET SINGLE LINE RING VOLUME CONTROL 2554 BLACK MMGN-003	1	48	\$0.00	\$0.00	\$0.00	\$0.00
407105683	RINGER EXTERNAL	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Terminals - Analog --- 48 months --- Full Coverage 8x5							
101526	TT DESK SET 3100-1TD	8	48	\$0.00	\$0.00	\$0.00	\$0.00
101542	SPECIALTY REFURB TT DESK SET	3	48	\$0.00	\$0.00	\$0.00	\$0.00
101545	SPECIALTY REFURB TT WALL SET	9	48	\$0.00	\$0.00	\$0.00	\$0.00
101556	TT WALL SET 3100-TWR	8	48	\$0.00	\$0.00	\$0.00	\$0.00
101568	TEL SET BASIC 2554 SINGLE LINE BUSINESS WALL SET	5	48	\$0.00	\$0.00	\$0.00	\$0.00
101569	TEL SET FEATURE 2500 SINGLE LINE BUSINESS DESK SET	4	48	\$0.00	\$0.00	\$0.00	\$0.00
101898	TEL SET 2500 ANALOG 3178 NHL	11	48	\$0.00	\$0.00	\$0.00	\$0.00
101899	TEL SET 2500 ANALOG 3178 SYSTEM	2	48	\$0.00	\$0.00	\$0.00	\$0.00
108209057	TEL SET SINGLE LINE RING VOLUME CONTROL2500 BLACK	4	48	\$0.00	\$0.00	\$0.00	\$0.00
108209057	TEL SET SINGLE LINE RING VOLUME CONTROL2500 BLACK	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Terminals - Digital --- 48 months --- Full Coverage 8x5							
101886	DIGITAL DISPLAY MODULE D401B	2	48	\$0.00	\$0.00	\$0.00	\$0.00
101888	TEL SET DIGITAL 7405	2	48	\$0.00	\$0.00	\$0.00	\$0.00
101921	TEL SET PLUS WITH DISPLAY	3	48	\$0.00	\$0.00	\$0.00	\$0.00
102020	TEL SET DIGITAL VOICE TERMINAL BLACK	25	48	\$0.00	\$0.00	\$0.00	\$0.00
102032	TEL SET DIGITAL VOICE TERMINAL WITH DISPLAY 8410D03A	10	48	\$0.00	\$0.00	\$0.00	\$0.00
107540	TEL SET WITH DISPLAY AND SPEAKERPHONE	6	48	\$0.00	\$0.00	\$0.00	\$0.00
105733521	7407 DIGITAL SET	1	48	\$0.00	\$0.00	\$0.00	\$0.00
107702870	TELSET DIGITAL VOICE TERMINAL WITH DISPLAY BLACK USA 8410D03A	40	48	\$0.00	\$0.00	\$0.00	\$0.00
700203599	TELSET DIGITAL VOICE TERMINAL 2420D01A-2001	9	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
Utility Communication Manager --- 48 months --- Full Coverage 8x5							
179234	TDM ports (switch & terminals coverage)	284	48	\$2.95	\$10,053.60	\$10,053.60	\$40,214.40
179449	Survivable Remote Processor (SRP)	0	48	\$85.50	\$0.00	\$0.00	\$0.00
179450	Local Survivable Processor (LSP)	0	48	\$23.75	\$0.00	\$0.00	\$0.00
179451	WAN Spare Processor (WSP)	0	48	\$261.25	\$0.00	\$0.00	\$0.00
179455	Callmaster terminals (administered)	0	48	\$1.57	\$0.00	\$0.00	\$0.00
179456	IP Agent	1	48	\$1.38	\$16.56	\$16.56	\$66.24
184748	Administered IP ports - Basic Support	0	48	\$2.95	\$0.00	\$0.00	\$0.00
189960	DEF SVR SI V2	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$10,070.16	\$10,070.16	\$40,280.64
Utility Messaging --- 48 months --- Full Coverage 8x5							
179509	INTUTY M5. DEF AUDIX, M-Mail admin mailboxes grp 2	186	48	\$2.85	\$6,361.20	\$6,361.20	\$25,444.80
179520	RAID STORAGE	0	48	\$57.00	\$0.00	\$0.00	\$0.00
190038	INTUTY MAPS v4.3 or 4.4	1	48	\$0.00	\$0.00	\$0.00	\$0.00
					\$6,361.20	\$6,361.20	\$25,444.80
MPC Totals					\$17,070.00	\$17,070.00	\$68,280.00
Sub to Totals					\$17,070.00	\$17,070.00	\$68,280.00
Grand Totals					\$17,070.00	\$17,070.00	\$68,280.00

Quote Run Date: 3/28/2014
 Presentation Date: 3/28/2014
 Expiration Date: 7/26/2014



MAINTENANCE AND MANAGED SERVICES TERMS (UNITED STATES)
(MASTER VERSION 07-01-2013 v1)

By placing orders as described in Section 1.1, Customer agrees that these General Conditions of Maintenance and Managed Services (the "**Agreement**") will govern the purchase of certain Services described below by Customer from Avaya Inc. ("**Avaya**"). The "**Effective Date**" of this Agreement is the date Avaya accepts an order in accordance with Section 1.1 below and continues until terminated in accordance with Section 6 below.

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Ordering Services for Supported Products. Customer may purchase Services for supported products by issuing an order to Avaya. The products supported ("**Supported Products**") under this Agreement are: (i) the hardware or software products identified in the order, (ii) Added Products (defined in Section 1.8), and (iii) the hardware and software products that are within the scope of orders that are renewed as described in Section 6.1. Supported Products may include non-Avaya products to the extent they are specified in the order. "**Supported Systems**" are a group of products or networks specified in the order. The "**Supported Sites**" for such Support Products are locations specified in the order.

1.1.1 Any Affiliate (as defined below) of Customer shall be permitted to place orders hereunder; however, such Affiliates are subject to credit approval by Avaya. All orders shall reference this Agreement or Agreement number and shall specify the quantity, price, delivery location, and Avaya quotation or proposal number. However, Customer's orders issued during the term specified below will be governed by the terms of the Agreement even if orders lack an express reference to the Agreement, except if Customer's orders reference a separate applicable agreement between the parties. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in the Agreement will have no effect. Orders are subject to acceptance by Avaya. Avaya may accept an order by commencing to perform Services. Accepted orders will be deemed to incorporate and be subject to this Agreement. Each order placed and accepted hereunder shall be deemed to constitute a separate agreement, incorporating the terms and conditions hereof, between Avaya and Customer or the Affiliate entity placing the order, with such entity being deemed "**Customer**" for purposes of this Agreement.

1.1.2 "Affiliate" means, with respect to either party, any direct or indirect subsidiary or an entity, present or future, controlling, controlled by, or under common control with a signatory of this Agreement. For purposes of this definition, "**control**" means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing. Customer and Avaya will cause their Affiliate(s) to comply with the provisions of this Section.

1.2 Provision of Services. In return for the payment of the fees specified in the order, Avaya will provide the Maintenance/Managed Services options for Supported Products or Supported Systems at Supported Sites, as described further in this Agreement and the Service Agreement Supplement, Service Description, and/or Statement of Work, as applicable (for purposes of this Agreement, "**Services**") that are delivered in the United States. The "**Service Agreement Supplement**" or "**Service Description**" is the applicable Avaya Service Agreement Supplement or Service Description then current as of the date of Avaya's acceptance of an order for Services and available to Customer upon request. The parties may execute a statement of work describing specific Services to be provided by Avaya ("**Statement of Work**" or "**SOW**"). As used in this Agreement, "**SAS**" refers to the Service Agreement Supplement, Service Description or Statement of Work, as applicable. In the event of a conflict between the SAS and this Agreement, this Agreement will govern.

1.3 Monitoring. Avaya may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional Supported Products or Services; (v) as otherwise provided in the SAS.

1.4 Incident Correction. Some Services options may include correction of Incidents. An "**Incident**" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

1.5 Help Line Support. Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

1.6 End of Support. Periodically, Avaya or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("**End of Support**") for certain Supported Products. Customer may access Avaya's user support website (<http://support.avaya.com>) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Supported Products subject to End of Support, Avaya will continue to provide the support described in the applicable SAS, except for the End of Support exceptions listed therein ("**Extended Support**"). If the SAS does not include Extended Support information, Avaya will make available the description of Extended Support (if available) for the Supported Products concerned at the same time as its End of Support notification. For Supported Products not subject to Extended Support, if Services are discontinued for a Supported Product, the Supported Product will be removed from the order and rates will be adjusted accordingly.

1.7 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Title to Avaya-installed replacement hardware provided as part of Services will

pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site

1.8 Added Products. If Customer acquires from Avaya and/or an Avaya authorized reseller additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the order term. Added Products purchased from a party other than the manufacturer or an authorized reseller may be added to or declined from being added to the Support Products at Avaya's discretion, and may be subject to certification by Avaya at Avaya's then current Services rates.

1.9 General Limitations. Unless the SAS provides otherwise, Avaya will provide software Services only for the unaltered current release of the Supported Products software and the prior release. The following items are included in the Services only if the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Incidents arising from causes external to the Supported Products (such as power failures or surges); and (vii) services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted

2. INVOICING AND PAYMENT

2.1 Avaya will invoice Customer for Services in advance unless another payment option is specified in the order or as otherwise specified in the SAS. Unless otherwise requested by Customer in writing, Avaya will invoice to and process payments from Customer via Avaya's electronic bill application.

2.2 Payment of invoices is due within 30 days from the date of Avaya's invoice. Customer will inform Avaya in writing of any disputed portion of an invoice within 15 days from the date of Avaya's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with other methods of invoicing and payment. Avaya may suspend performance of orders for which payment is overdue until the overdue amount is paid in full. Overdue payments will be subject to a late payment charge of the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law. Customer will reimburse Avaya for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

2.3 Taxes. Unless Customer provides Avaya with a current tax exemption certificate, Customer is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the sale, transfer of ownership, license, installation or use of the Supported Products or upon the Service, except for any income tax assessed upon Avaya

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Avaya as reasonably necessary for Avaya's performance of its obligations, such as: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer's expense. If Avaya provides an update or other new release of New Software (as defined in Section 4 below) as part of the Services, Customer will implement it promptly. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good data retention and security practices. Customer will reasonably use, safeguard and return to Avaya any items that Avaya loans or makes available to Customer ("**Avaya Tools**") for the purpose of providing Services under this Agreement, such as, but not limited to, the Secure Intelligent Gateway. Customer will bear risk of loss and damage to Avaya Tools until returned to Avaya. If Customer fails to meet its cooperation obligations under this Section or as otherwise provided in the Agreement, Avaya may delay or suspend its performance of Services relating to Customer's failure.

3.2 Provision of Supported Products and Systems. Except for Avaya hosted facilities identified in the SAS, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Avaya in advance before moving Supported Products. Avaya may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Avaya is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Avaya upon request a letter of agency or similar document, in a form reasonably satisfactory to Avaya, permitting Avaya to perform the Vendor Management. Where the third party vendor's consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Avaya of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Avaya to perform the Services on the Host's computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Host in connection with the Services.

3.6 Access to Personal Data. From time to time, Customer may require Avaya to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Avaya to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Avaya will have access to such Personal Data in accordance with Customer's instructions, and (ii) indemnify Avaya and its officers, directors, employees, subcontractors and

Affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Avaya accessing or providing access in accordance with Customer's instructions.

4. SOFTWARE LICENSE

Where Services include provision of patches, updates or feature upgrades for Supported Products ("**New Software**"), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original Supported Products software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturer's then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "clickthrough" end user license agreement accompanying them.

5. WARRANTY AND LIMITATION OF LIABILITY

5.1 Warranty. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel.

5.2 Remedy. If Services are not in conformance with the above warranty and Avaya receives Customer's detailed request to cure a non-conformance within thirty (30) days of its occurrence, Avaya will re-perform those Services. THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NON-CONFORMANCE OF SERVICES.

5.3 Disclaimer. Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Neither Avaya nor its suppliers make any warranty, express or implied, that all security threats and vulnerabilities will be detected or that the Services will render an end user's network or particular network elements safe from intrusions and other security breaches. The warranties do not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of software in violation of the license granted in Section 4 above or in a manner inconsistent with the Documentation (as defined below); (ii) normal wear due to Supported Product use, including but not limited to Supported Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Supported Products (except to the extent provided in the documentation); (iv) Customer's failure to follow Avaya's installation, operation or maintenance instructions; (v) Customer's failure to permit Avaya timely access, remote or otherwise, to Supported Products; or (vi) failure to implement all new updates to software provided under this Agreement. Warranties do not extend to Supported Products that have been serviced or modified other than by Avaya or a third party specifically authorized by Avaya to provide the service or modification. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY SERVICES INCLUDING ANY NEW SOFTWARE PROVIDED HEREUNDER OR ANY SUPPORTED PRODUCTS OR OTHERWISE RELATED TO THE AGREEMENT. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF SUPPORTED PRODUCTS OR THAT THE SERVICES INCLUDING ANY NEW SOFTWARE PROVIDED HEREUNDER WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN SECTION 5.2 ABOVE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. "**Documentation**" means information published by Avaya in varying mediums which may include product information, operating instructions and performance specifications that Avaya generally makes available to users of its products. Documentation does not include marketing materials. Documentation shall be used only in support of the authorized use of the associated software supported hereunder.

6. TERM AND TERMINATION

6.1 Term. The Agreement shall continue in effect unless terminated in accordance with this Section. Unless a different term is mandated in the applicable SAS, Avaya will provide Services for an initial term of one year. Services will be renewed automatically for successive one year terms (unless a longer renewal period is mandated in the applicable SAS) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 30 days prior to the expiration of the applicable initial or renewal term. Either party may terminate the Agreement and/or any order hereunder, subject to the termination or cancellation fees specified below: (i) by written notice to the other party effective immediately upon receipt, if the other party fails to cure any material breach of the Agreement within a 30 day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured; (ii) Customer may terminate the Agreement, and/or any order for Services in whole or in part, subject to cancellation fees: a) for maintenance Services identified on the order documentation equal to Services fees for 12 months or the remaining term whichever is less unless otherwise specified in the SAS, upon 30 days advance written notice; or b) for managed Services (or "AOS" or equivalent) identified on the order documentation equal to eighty-five percent (85%) of the monthly revenue commitment of the Services fees times the remaining months in the term, unless otherwise specified in a Statement of Work, upon 90 days advance written notice; and (iii) Avaya may terminate this Agreement or any order at any time for convenience upon 90 days written notice. Any terms which, by their nature, are intended to survive termination or expiration of this Agreement will survive any termination or expiration of the Agreement and any order. Except for termination for uncured breach, any termination of the Agreement will not affect any rights or obligations of the parties under any order accepted before the termination of the Agreement became effective except that the order(s) shall not automatically renew.

6.2. Termination Notice. Customer's written notice of cancellation, intent not to renew, or termination of Agreement must be sent by: (i) letter via certified mail to the following address: Avaya Inc., Customer Care Center, 14400 Hertz Quail Spring Pkwy, Oklahoma City, OK 73134; Attn: Maintenance Termination; (ii) email to mycontract@avaya.com; or (iii) fax to 800-441-6371.

7. NO SOLICITATION

During the period Avaya provides Services and one year after completion of all Services or payment by Customer of all fees for Services, whichever occurs later, Customer will not solicit for employment any Avaya employee performing the Services. In the event that Customer hires any Avaya employee performing the Services prior to the end of this period either as an employee or independent, Customer will pay Avaya a finder's fee equal to 100% of the Avaya employee's last gross annual salary, in addition to any other remedies available to Avaya, at law or in equity. Nothing in this Section will restrict Customer's right to recruit or solicit generally in the media or to hire an Avaya employee who answers any advertisement or who applies for hire without having been recruited or solicited personally by Customer.

8. CONFIDENTIAL INFORMATION

"**Confidential Information**" means either party's business and/or technical information, pricing, discounts and other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by U.S. or foreign state or federal law, applicable regulatory authorities (including, but not limited to, either party's obligation to disclose such information pursuant to the rules and regulations promulgated by the U.S. Securities and Exchange Commission), court order or other lawful government action, provided that, to the extent disclosure is required by court or governmental order, only to the extent the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party will protect such Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under the Agreement. The confidentiality obligations of each party will survive for five (5) years following the later of expiration/termination of the Agreement and all applicable orders thereunder; provided, trade secrets shall remain confidential for so long as they remain trade secrets. Upon expiration/termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including any copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT, PERSONAL INJURY, BREACHES OF EITHER PARTY'S CONFIDENTIAL INFORMATION, OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. The Agreement and any disputes arising out of or relating to the Agreement ("**Disputes**") will be governed by New York State laws applicable to contracts entered into and performed in New York, excluding choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

10.2 Arbitration. Subject to Section 10.3, all Disputes will be finally resolved by binding arbitration pursuant to the Judicial, Arbitration, Mediation Services (J.A.M.S.) then-current arbitration rules. Proceedings will be conducted in Morristown, New Jersey, before one arbitrator selected pursuant to those rules. The arbitrator: (i) will have the authority to determine issues of arbitrability and to consider and rule on dispositive motions; (ii) will have authority to award compensatory damages only and will not award punitive or exemplary damages; and (iii) will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence.

10.3 Injunctive Relief. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights pending arbitration.

10.4 Time Limit. Actions on Disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises.

11. MISCELLANEOUS

11.1 Compliance. The parties will observe all applicable laws and regulations.

11.2 Assignment & Subcontractors. Avaya may assign the Agreement and any order under the Agreement to any of its affiliated entities or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid. Avaya may subcontract any or all of its obligations under the Agreement, but will retain responsibility for the work.

11.3 Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities ("**Force Majeure**").

11.4 Notices. Any notice required or permitted under this Agreement except as set forth in Section 6.2 above shall be delivered by facsimile, courier or by first-class mail, postage pre-paid to the person executing the relevant order for Customer at the address on the order form; or if to Avaya: to the Vice President, Law, 4655 Great America Parkway, Santa Clara, CA 95054-1233.

11.5 Publicity. Avaya may make reference to this Agreement in its marketing materials or otherwise; provided, that such publicity may only disclose the terms of this agreement or a specific project under this Agreement with the prior consent of Customer.

11.6 Entire Agreement. The Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. The parties hereby agree that this Agreement shall be binding as between the parties and shall apply to orders placed in accordance with Section 1.1 above as though the Agreement and the orders were executed by hand. Orders may be executed by electronic signature. Any modifications or amendments to this Agreement must be in writing physically or electronically and signed by both parties. In no event shall electronic mail constitute a modification or amendment to this Agreement. If any provision of the Agreement is determined to be unenforceable or invalid by court decision, the Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms.



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

April 30, 2014

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

FN 20

14-224
PUBLIC SAFETY

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

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

Date 5/27/14

Dear County Executive Picente,

WAYS & MEANS

This is a contract for Local Emergency Performance Grant money to assist in the operation of the Oneida County Emergency Services Department. This program is funded by the New York State Department of Homeland Security and Emergency Services and it made available to States and Local government through the Federal Emergency Management Agency.

The award of this grant to Oneida County is in the amount of \$89,177.00. The grant covers the period from October 1, 2012 to September 30, 2014.

The purpose of the grant is to support the development and maintenance of comprehensive emergency management at the State and local levels and to encourage the improvement of readiness, response and recovery capabilities for all hazards that threaten the state's communities. Funds provided under the grant may, and should, be used to support activities that contribute to capability to prevent, to prepare for and to recover from natural and man-made disasters.

I respectfully request you submit this contract to the Board of Legislators for approval and when approved to sign it. If you have any questions please contact me.

Sincerely,

Kevin W. Revere
Kevin W. Revere
Director

kmg



Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: New York State Division of Homeland Security and
Emergency Services

Title of Activity or Services: Homeland Security Grant – FY 2013 Emergency Management
Performance Grant

Proposed Dates of Operations: October 1, 2012 to September 30, 2014

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

To assist in the Operations of the Office of Emergency Services

2). Program/Service Objectives and Outcomes

To support the development and maintenance of a comprehensive emergency
management efforts in the county

3). Program Design and Staffing Level – N/A

Total Funding Requested: \$89,177.00

Oneida County Dept. Funding Recommendation: \$89,177.00

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

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: Yearly grant application. FY 2013 amount is \$89,177.00

<p><u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C150435 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> WM2013 EMPG <u>CFDA NUMBER:</u> 97.042 <u>DHSES NUMBERS:</u> WM13150435</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2012 TO 09/30/2014 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$89,177.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> _____ (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>0 - not exempt</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input 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 and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____ <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p><u>ATTORNEY GENERAL'S SIGNATURE</u> _____ Title: _____ Date: _____</p>	<p><u>COMPTROLLER'S SIGNATURE</u> _____ Title: _____ Date: _____</p>

Award Contract

EMPG

Project No.

Grantee Name

EM13-1006-D00

Oneida County

04/28/2014

Award Contract

EMPG

Project No.

Grantee Name

EM13-1006-D00

Oneida County

04/28/2014

Award Contract**EMPG****Project No.****Grantee Name**

EM13-1006-D00

Oneida County

04/28/2014

APPENDIX A-1

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) 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 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 TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the 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 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 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 categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General 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 Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

- 1) Appendix A-1
- 2) Modifications to the Face Page
- 3) Modifications to Appendices B, C and D
- 4) The Face Page
- 5) Appendices B, C and D
- 6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is 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.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the 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.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

K. 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) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the 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 Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

L. 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.

M. 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 DHSES, its representatives, or OSC.

N. 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 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 Contract.

O. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 DHSES 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 Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the 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 federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the 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.

R. Secular Purpose: Services performed pursuant to the 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.

S. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

T. 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.¹

U. 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.

V. 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.

W. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the 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 rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

X. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1) General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

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

a) Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the 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 Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the 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 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 Contract as required in this Section and State Finance Law

§179-t, the 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 Contract.

C. Termination:

1) Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the 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 Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of this Contract, 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 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 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 Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES 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 Contract immediately upon the occurrence of a 'force majeure.' For purposes of the 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 Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

Where the 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 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 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 Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1) In full consideration of contract services to be performed, DHSES 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 Contract shall not be reimbursed.

3) The 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 Appendix C (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 DHSES, 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. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5) If travel expenses are an approved expenditure under this 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 Appendix C (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 (Appendix C) 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 Appendix C (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 Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix 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 Appendix C (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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:² 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 Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:³ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁴ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁵ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:⁶ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES 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 Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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 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 Contract shall be submitted to DHSES 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 DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES 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 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 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 DHSES contracting to purchase the goods or services or lease the real or personal property covered by the 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 Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. 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 Office address listed in Appendix C.

2) If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the 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 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 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 Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

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

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 Appendix C (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 Appendix C (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 Contract, not later than the time period listed in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix C (Payment and Reporting Schedule).

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

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

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (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 Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (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 DHSES 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 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 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.

I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES 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 execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES 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.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if

requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5) The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c) Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(l)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

a) By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

b) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before DHSES may approve a request for Assignment of Contract.

c) During the term of the Contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

d) DHSES reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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 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 Contract and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1) If the Contractor enters into subcontracts for the performance of work pursuant to the 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 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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 DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the 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 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 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 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 DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the 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 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 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 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 Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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 Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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 DHSES or State Agencies involved in the 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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

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 Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the 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 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 Contract (but are not deliverable under the 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 IV(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 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 DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the 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 nondiscrimination 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 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 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 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 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 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 Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the 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 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 Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the 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 DHSES 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 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 Contract. The Contractor further covenants and represents that as of the date of execution of the 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 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 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 Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5) The State, in its sole discretion, reserves the right to suspend any or all activities under the 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 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 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 DHSES 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁷ 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.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2) Contract Goals

a) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract workplan.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3) Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

c. 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

6) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7) Liquidated Damages - MWBE Participation

a) Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race,

creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: In accordance with federal requirements, a Contractor that expends during its fiscal year \$500,000 or more of federal funds from all sources, including this Contract, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

J. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

K. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

¹ 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.

² 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 Contract effort.

³ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁴ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁵ 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 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.

⁶ 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.

⁷ Not applicable to not-for-profit entities.

VER 09/13

Certified by - on

Award Contract

EMPG

Project No.

Grantee Name

EM13-1006-D00

Oneida County

04/28/2014

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs to Support Authorized Emergency Management Activities	1	\$178,354.00	\$178,354.00	\$89,177.00	\$89,177.00
	Total			\$178,354.00	\$89,177.00	\$89,177.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$178,354.00	\$89,177.00	\$89,177.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$178,354.00	\$89,177.00	\$89,177.00

Award Contract**EMPG****Project No.****Grantee Name**

EM13-1006-D00

Oneida County

04/28/2014

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES 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. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order

for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

2. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 05/2013

Certified by - on

Award Contract**EMPG****Project No.****Grantee Name**

EM13-1006-D00

Oneida County

04/28/2014

Work Plan**Goal**

To assist local governments in preparing for all hazards.

Objective #1

G & T Workplan Code - 24. Develop/enhance homeland security/emergency management organization and structure.

Investment Justification - Emergency Management Performance Grant

Target Capability

Primary - Planning

To build and sustain emergency management capabilities.

Task #1 for Objective #1

Conduct organizational activities to support all-hazards emergency management operations.

Performance Measure

¹ Organizational activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced emergency management operations in the jurisdiction.

Task #2 for Objective #1

Design, develop, conduct and/or participate in exercises using HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. EMPG-funded personnel must participate in at least three exercises per year. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

Performance Measure

¹ Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Complete and attach Exercise Data Report quarterly in e-grants. Provide brief narrative describing how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Task #3 for Objective #1

Conduct assessment to identify training needs related to emergency management capabilities. Provide authorized training to appropriate personnel. EMPG funded personnel complete required NIMS training courses. Develop, maintain and submit a Multi-Year Training and Exercise Plan.

Performance Measure

¹ Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Complete and attach Training Data report quarterly in e-grants. Multi-Year Training and Exercise Plan submitted to DHSES within the grant period. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #4 for Objective #1

Conduct allowable planning activities to enhance emergency management capabilities.

Performance Measure

- 1 Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced emergency management capabilities in the jurisdiction.

Award Contract**EMPG****Project No.****Grantee Name**

EM13-1006-D00

Oneida County

04/28/2014

Special Conditions**I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

1. Emergency Management Performance Grant (EMPG) funds must be used in accordance with the guidelines set forth in the EMPG application kit, which can be located at <http://www.fema.gov/preparedness-non-disaster-grants>.

2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with EMPG funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding EMPG funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for EMPG as listed on the Authorized Equipment List (AEL) (<https://www.llis.dhs.gov/knowledgebase>).

2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using EMPG funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non-DHS training courses to be supported by this award must be submitted to DHSES for approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater.

Grantees must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

F. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

G. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.

4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

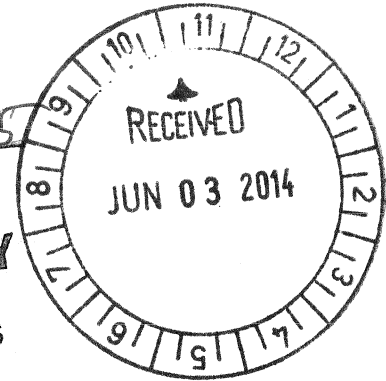
Sheriff Robert M. Maciol

May 22, 2014

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

FN 20 14-225

**PUBLIC SAFETY
WAYS & MEANS**



Dear County Executive Picente:

The Sheriff's Office was recently awarded a Grant from the New York State Division of Criminal Justice Services in the amount of \$22,000 under the GIVE project. I am requesting approval of this grant contract.

The grant is set to begin July 1, 2014, and end on June 30, 2015. **There are no county dollars in this contract.** The goal of this grant is to assign deputies on an overtime basis, to conduct narcotics operations (involving gun possession), robbery (involving gun monitoring), warrant executions on top offenders, gang monitoring and surveillance, and multi-agency collaborations to reduce shootings and homicides. The Deputies will be assigned to the Gun Violence Strike Team (headed by UPD) and will be utilized in addition to the established multi-agency Emergency Response Team (ERT). Using an average overtime cost of \$50 per hour, the Sheriff's Office will schedule approximately 40 hours per month throughout the year. There are also anticipated training and travel expenses for deputies to attend courses that will enhance their skills in gun interdiction that this grant will help pay for.

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

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature both on paper and by **e-signature in the GMS portal**. 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 6/3/14

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:
Revenue:
Grant: X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: NYS Department of Criminal Justice Services

Title of Activity or Service: Grant

Proposed Dates of Operation: 7/1/14 to 6/30/15

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: This grant is part of the GIVE project. The goal of this grant is to assign deputies on an overtime basis, to conduct narcotics operations (involving gun possession), robbery (involving gun monitoring), warrant executions on top offenders, gang monitoring and surveillance, and multi-agency collaborations to reduce shootings and homicides. The Deputies will be assigned to the Gun Violence Strike Team (headed by UPD) and will be utilized in addition to the established multi-agency Emergency Response Team (ERT). Using an average overtime cost of \$50 per hour, the Sheriff's Office will schedule approximately 40 hours per month throughout the year. There are also anticipated training and travel expenses for deputies to attend courses that will enhance their skills in gun interdiction that this grant will help pay for.

2) Program/Service Objectives and Outcomes: Using an average overtime cost of \$50 per hour, the Sheriff's Office will schedule approximately 40 hours per month throughout the year.

3) Program Design and Staffing: The Majority of this Grant will be used to pay overtime expenses;

Total Funding Requested: \$22,000

Account #: A3384

Oneida County Dept. Funding Recommendation: N/A

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

Oneida County Department/Office Staff Comments: E-Signature will be needed

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T484312 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> Project GIVE <u>DCJS NUMBERS:</u> GV14484312 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 07/01/2014 TO 06/30/2015 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$22,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <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; margin-top: 10px;"> <p>Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></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 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 <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p><u>ATTORNEY GENERAL'S SIGNATURE</u> _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

<u>Award Contract</u>	Project GIVE
Project No. GV14-1056-D00	Grantee Name Oneida County
	05/21/2014
AGREEMENT	

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Project GIVE****Project No.****Grantee Name**

GV14-1056-D00

Oneida County

05/21/2014

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, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
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
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, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

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.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State

Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

Award Contract**Project GIVE****Project No.**

GV14-1056-D00

Grantee Name

Oneida County

05/21/2014

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific

personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees

for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, 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.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such

suspension, the Contractor will 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 Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

Award Contract

Project GIVE

Project No.

Grantee Name

GV14-1056-D00

Oneida County

05/21/2014

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Sheriffs Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	OT - Police Officers	1	\$21,000.00	\$21,000.00	\$21,000.00	\$0.00
Justification: The Oneida County Sheriff's Office Deputies will be assigned, on an overtime basis, to conduct narcotics operations (involving gun possession), robbery (involving gun monitoring), warrant executions on top offenders, gang monitoring and surveillance, and multi-agency collaborations to reduce shootings and homicides. The Deputies will be assigned to the Gun Violence Strike Team (headed by UPD) and will be utilized in addition to the established multi-agency Emergency Response Team (ERT). Using an average overtime cost of \$50.00 per hour, the Department will schedule approximately 40 hours per month throughout the year.						
Total				\$21,000.00	\$21,000.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Training (Gun Interdiction)	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Justification: The figure represents the anticipated training and travel expenses for Deputies to attend courses that will enhance their skill in gun interdiction.						
Total				\$1,000.00	\$1,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$22,000.00	\$22,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$22,000.00	\$22,000.00	\$0.00

Award Contract**Project GIVE****Project No.**

GV14-1056-D00

Grantee Name

Oneida County

05/21/2014

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures

Detailed Itemization of Non-Personal Service Expenditures

Detailed Itemization of Consultant Expenditures

Expert witness agreement and supporting documentation

Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:

-DCJS approval of non-competitive consultant.

-DCJS approval of non-competitive vendor for services.

-DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.

-DCJS approval of change to Personal Services by more than 10 percent.

-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.

-DCJS approval to subaward to another organization.

-DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.

-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.

-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.

-DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. **CONTRACT PAYMENTS:** Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Award Contract**Project GIVE****Project No.**

GV14-1056-D00

Grantee Name

Oneida County

05/21/2014

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 funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency will coordinate their GIVE strategy with those other strategy initiatives in the county.

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.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

Grantee agrees to comply with all requirements included within the Project GIVE Request for Applications (R.F.A.).

Timely, Accurate, Crime Data - Each month, all participating law enforcement agencies are required to submit monthly crime reports to DCJS through the IJPortal IBR/UCR Reporting Interface within 30 days after the close of the reporting period.

Incident-Based Reporting (IBR) Agencies**Hate Crime****Law Enforcement Officers Killed or Assaulted (LEOKA)**

Summary (UCR) Reporting Agencies - The following UCR Summary reports are required to be submitted to DCJS through the UCR Data Entry Interface on the IJPortal:

Return A (Monthly Offenses known to Police)**Arrests of Persons 18 and Over****Arrests of Persons Under 18****Supplemental Homicide Report (SHR)****Arson****Hate Crime****Law Enforcement Officers Killed or Assaulted (LEOKA)**

Note: Instructions for accessing and submitting crime reports through the IJPortal can be found at:

http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCRData-Entry-Manual.pdf

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Monthly Gun Data - Both primary and DCJS designated secondary police departments must submit the Monthly Gun Data Report within 30 days of the end of the month that is being reported on. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the

data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contracts only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$ 0 from the total contracted amount. Consistent with Appendix A1 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.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures.

All criminal justice information management software, which grantees may purchase or develop with funds provided under the terms of this agreement, must conform to establish 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 agrees that all specifications for technology purchases exceeding \$5,000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Program Development and Funding.

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 to 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 maintain 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 11 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.

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.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

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

May 19, 2014

FN 20 14-226

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

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

The Sheriff's Office was recently awarded a Grant from the New York State Division of Criminal Justice Services in the amount of \$20,000. I am requesting approval of an amendment to this grant contract.

The grant is set to begin October 1, 2013, and end on September 30, 2014. **There are no county dollars in this contract.** The original goal of this grant is to purchase a portable Smart Board to aid in Criminal Investigations and to purchase equipment and replace the cloth furniture at the Child Advocacy Center. We are also requesting that we be able to replace the current flooring at the CAC from rugs to vinyl tile. The tile will be easily sanitized and cleaned. All other parts of the grant will remain the same.

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

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature both on paper and by e-signature in the GMS portal. 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 6/3/14

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:

Revenue:

Grant: X Amendment

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: NYS Department of Criminal Justice Services

Title of Activity or Service: Amendment to Grant

Proposed Dates of Operation: 10/1/2013-9/30/2014

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: This grant is a Legislative Initiative to be used for the purchase of a portable Smart Board to be utilized in criminal investigations and for the purchase of equipment and replacement of cloth furniture at the CAC. The Amendment is to include the replacement of the carpets in at the CAC to easily sanitized vinyl tile.

2) Program/Service Objectives and Outcomes: The portable Smart Board will be essential in criminal investigations as it can be used for briefings or group dissemination of information. The program includes maps, charts and timelines that can help deputies determine when incidents are most likely to occur and areas that need the most attention. Purchasing radios for the CAC to be carried on home visits will help ensure the safety of the employees. Updating the cloth furniture to furniture that is more easily sanitized. The Amendment includes the replacement of the current carpeting to vinyl tile.

3) Program Design and Staffing: Staff will be trained on how to utilize the Smart Board;

Total Funding Requested: \$20,000

Account #: A3384

Oneida County Dept. Funding Recommendation: N/A

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

Oneida County Department/Office Staff Comments: E-Signature will be needed

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T058712 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> Legislative Initiatives <u>DCJS NUMBERS:</u> LG05058712 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2013 TO 09/30/2014 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$20,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <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; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> Other (Identify) <p>new initiative received 01/15/14</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 <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date:</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Legislative Initiatives****Project No.****Grantee Name**

LG13-1039-D01

Oneida County

03/04/2014

AGREEMENT**STATE OF NEW YORK****AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Legislative Initiatives****Project No.****Grantee Name**

LG13-1039-D01

Oneida County

03/04/2014

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, licensor, licensee, lessor, lessee or any other party):

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

all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **Identification Number(s).** Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such

number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A

shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803 <http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December 2011

Certified by - on

Award Contract**Legislative Initiatives****Project No.**

LG13-1039-D01

Grantee Name

Oneida County

03/04/2014

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:
http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific

personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
 2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
 3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
 4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
- C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.
- D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.
12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).
- A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
- B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
- C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:
1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
 2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
 3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
 4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees

for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:
http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, 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.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such

suspension, the Contractor will 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 Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

Award Contract**Legislative Initiatives****Project No.****Grantee Name**

LG13-1039-D01

Oneida County

03/04/2014

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Smart Board	1	\$10,560.00	\$10,560.00	\$10,560.00	\$0.00
Justification: The Oneida County Sheriff's Office is seeking to purchase a portable SmartBoard for use with criminal investigations.						
2	New Furniture that is easily sanitized	1	\$4,090.00	\$4,090.00	\$4,090.00	\$0.00
Justification: The CAC is in need of replacing the current cloth furniture with something that is easily sanitized and can be wiped clean.						
Total				\$14,650.00	\$14,650.00	\$0.00

#	Alterations and Renovations	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	New Flooring for the CAC.	1	\$5,350.00	\$5,350.00	\$5,350.00	\$0.00
Justification: Removal of the current rugs and placement of easily sanitized flooring at the current facility.						
Total				\$5,350.00	\$5,350.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$20,000.00	\$20,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$20,000.00	\$20,000.00	\$0.00

Award Contract**Legislative Initiatives****Project No.**

LG13-1039-D01

Grantee Name

Oneida County

03/04/2014

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
 - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. **CONTRACT PAYMENTS:** Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013

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Award Contract**Legislative Initiatives****Project No.**

LG13-1039-D01

Grantee Name

Oneida County

03/04/2014

APPENDIX D - Work Plan**Goal**

The Oneida County Sheriff's Office would like to purchase a Smart Board for use during criminal investigation. This would be used in investigations into Child Sexual Abuse cases and is portable so that if the need arose we could use it during other criminal investigations. We would also like to replace the existing rugs at the CAC with easily sanitized vinyl tiles. With any left over monies we would like to use that towards the replacement of furniture currently being used at the CAC. The current furniture is cloth and extremely hard to keep sanitary.

Objective #1

The Oneida County Sheriff's Office is looking to utilize a Smart Board to help in the investigation of crimes. This portable Smart Board can be used for briefings or group dissemination of information. The program includes maps, charts, and timelines that can help officers determine when incidents are mostly likely to occur and areas that need the most attention. We feel this equipment would be essential to our officers in criminal investigations.

Task #1 for Objective #1

Purchase a Smart Board and program. Train employees on how to utilize the Smart Board

Performance Measure

- 1 To utilize the Smart Board to help in the apprehension of suspects in criminal investigations

Objective #2

The Oneida County Sheriff's Office would like to replace the cloth furniture at the CAC with new easily sanitized furniture.

Task #1 for Objective #2

Purchase new furniture which is easily sanitized.

Performance Measure

- 1 Purchase of new Furniture for the use of clients

Objective #3

The Oneida County Sheriff's Office would like to replace the current rugs in the CAC with easily sanitized vinyl tile.

Task #1 for Objective #3

Obtain estimates for the removal of current rugs and installation of vinyl tile that can be easily sanitized.

Performance Measure

- 1 Remove and dispose of current rugs and Install vinyl tile that can frequently be easily sanitized.

Award Contract**Legislative Initiatives****Project No.**

LG13-1039-D01

Grantee Name

Oneida County

03/04/2014

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.

The State will not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to section 99-d(3) of the State Finance Law.

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.

Although paragraph 21 of 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 Notwithstanding paragraph 21 of Appendix A1 of this Agreement, the Grantee is only required to submit one program progress report to DCJS/OPDF under the Agreement when the Grantee is a municipality and the purchase of equipment is the only task. The progress report, which will be considered a final, must describe the purchase process, delivery, installation and use of the equipment for which funding is provided pursuant to this grant award Agreement. The Report must be accompanied by a signed certification from the head of the Grantee Agency that the future use of the equipment will be consistent with the intended purpose of the State grant award. The Final (Equipment Only) Report should also be accompanied by a DCJS Equipment Inventory Report, a State Aid Voucher for the balance of grant funding due for the purchase of the equipment, and a final Fiscal Cost Report (FCR) with supporting documentation reporting total related expenditures of the grant funded project, according to terms of this Agreement.

Notwithstanding paragraph 20 of Appendix A1, appropriations in the Community Projects Fund lapse on September 15 following the end of the fiscal year, and are available for the payment of liabilities incurred until that date. To insure payment, vouchers must be received by DCJS/OPDF by August 15th of the year following the fiscal year in which funds were appropriated.

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.

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.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the

Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found. 'GGUN' submissions for crime guns will be automatically forwarded to the NYSP Crime Gun ClearingHouse and ATF.

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.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Participating police departments receiving IMPACT funds will submit monthly progress reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury, the number of shooting victims, the number of individuals killed by gun violence, the number of firearms recovered, and the number of firearms submitted to the lab for entry into NIBIN.

Award Contract**Legislative Initiatives**

Project No.	Grantee Name	
LG13-1039-D01	Oneida County	03/04/2014

Amendment created on - 02/07/2014

Prior Contract Terms

Contract Start Date - 10/01/2013

Contract End Date - 09/30/2014

Contract Amount - \$20,000.00

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 - on

Award Contract**Legislative Initiatives****Project No.****Grantee Name**

LG13-1039-D01

Oneida County

03/04/2014

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, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
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
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, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

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, 2012

Certified by - on



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 6, 2014

FN 20 14 - 227

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

AIRPORT
WAYS & MEANS

Honorable Members:

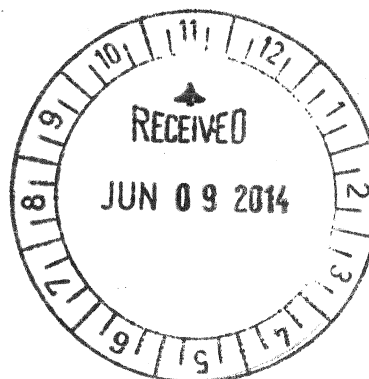
Griffiss International has been awarded \$350,000 grant from NYS Empire Development Corporation to help establish NUAIR as a tenant at the airport. These additional funds will be used to put office space in the nose dock hangar which is currently under renovation. Griffiss International is one of six sites selected in the United States to be used as a testing area for unmanned air systems (UAS). Northeast UAS Airspace Integration Research Alliance (NUAIR) is a regional alliance of private industry, academic institutions and military assets and operations, working together to establish a Federal Aviation Administration designated test site which will be used to conduct testing and research on safely integrating unmanned vehicles and systems into the National Airspace System.

In order to complete the renovations of the Nose Docks Hangar it is necessary to amend Capital Project H- 463. I therefore request your Board approval for an amendment to **Capital Project H-463 - Griffiss Airfield – Nose Dock Hangar Rehab:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
State Aid.....	\$ 2,700,000.	\$ +350,000.	\$3,050,000.
Bonding.....	<u>300,000.</u>	<u>+ 00.</u>	<u>300,000.</u>
TOTAL:.....	\$3,000,000.	\$ 350,000.	\$3,350,000.

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive



Attach.

- CC: County Attorney
- Comptroller
- Budget Director
- Commissioner of Aviation



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 4, 2014

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

FN 20 14-228

AIRPORT

Honorable Members:

WAYS & MEANS

Griffiss International has two separate capital projects H-495 Griffiss Terminal Building and H-471 Griffiss Customs Inspection Facility. Both these projects have gone out to bid and the bids were submitted as if one project. The bids combining as if one project due to the fact both projects are new construction and the work is similar in both and the combining enabled the County to save money.

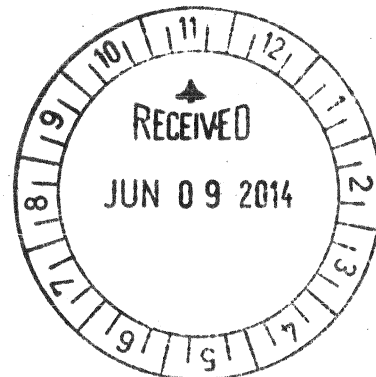
As a result of the above, it has been decided to combine the two projects into one which will make the administration of the projects much more manageable for Audit and Control. I therefore propose merging capital project H-471 into H-495

I therefore request your Board approval for an amendment to **Capital Project H-495 - Griffiss Airfield - Terminal Building:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
State Aid.....	\$ 00.	\$ +300,000.	\$ 300,000.
Bonding.....	\$ 5,582,500.	+ 1,207,400.	\$ 6,789,900.
TOTAL:.....	\$ 5,582,500.	\$ 1,507,400	\$ 7,089,900.

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive



Attach.

- CC: County Attorney
- Comptroller
- Budget Director
- Commissioner of Aviation

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



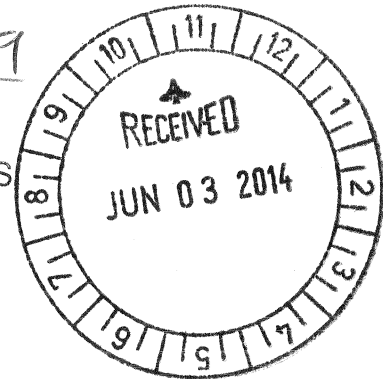
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

May 28, 2014

FN 20 14-229

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 A6013.101, Medicaid Administration, Salary Account to the A6013.103, Overtime account, in the amount of \$40,000 for the calendar year 2014. Increased overtime has been due to vacancies caused by the state takeover of Medicaid administration. The state sets timeframes and then reverses those timeframes, causing a delay in the takeover. This causes additional work for the county.

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

To:
A6013.103 Medicaid Administration-Overtime Account \$40,000.00

From:
A6013.101 – Medicaid Administration-Salary Account \$ 40,000.00

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 6/3/14

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

CANCER SERVICES PROGRAM

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

May 6, 2014

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

FN 20 17-230
HEALTH & HUMAN SERVICES



WAYS & MEANS

Dear Mr. Picente,

Attached are three (3) copies of an amendment to the original agreement between Oneida County through its Health Department and St. Elizabeth Medical Center.

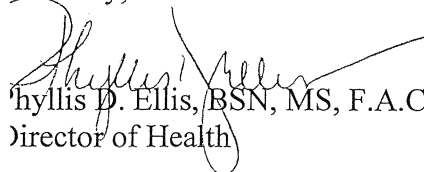
The purpose of this amendment is to provide revised reimbursement rates for the provision of breast, cervical and colorectal cancer screening services and/or diagnostic services to identified individuals through the Cancer Services Program of Oneida, Madison and Herkimer Counties. The agreement will run from 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.

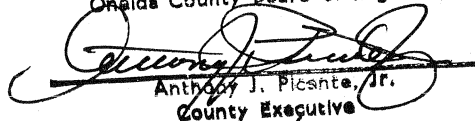
Sincerely,


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

Attachments

rh

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


Anthony J. Picente, Jr.
County Executive

Date 5/27/14

Oneida County Department: Health Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other x _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

NAME AND ADDRESS OF VENDOR: Ms. Traci Boris
St. Elizabeth Medical Center
2209 Genesee St.
Utica, NY 13501

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. St. Elizabeth Medical Center 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: \$56,580

 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: Expenditures to St. Elizabeth Medical Center from April 1, 2012 to October 31, 2013 were approximately \$22,632.

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, **St. Elizabeth Medical Center, 2209 Genesee Street, Utica, NY 13501**, (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:

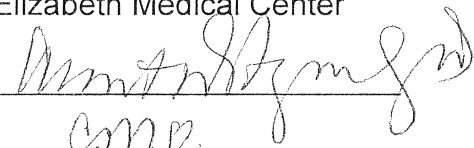
1. The rates set forth in the Original Agreement outlined in Appendix A shall be replaced with the attached revised Appendix A.
2. All other terms of the Original Agreement remain in effect without change or alteration.

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

St. Elizabeth Medical Center

By: 
C.M.O.

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



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

CANCER SERVICES PROGRAM

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

May 5, 2014

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

FN 20 14-231

HEALTH & HUMAN SERVICES

Dear Mr. Picente,

WAYS & MEANS

Attached are three (3) copies of the amended agreement between Oneida County through its Health Department and Oneida Health Systems Inc. DBA Oneida Healthcare Center.

The purpose of this amendment is to provide revised reimbursement rates for the provision of 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. The agreement will run from November 1, 2013 through March 1, 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
h



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

Anthony J. Picente, Jr.
County Executive
Date 5/27/14

Oneida County Department: Health

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other x _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

NAME AND ADDRESS OF VENDOR: Oneida Health Systems Inc. DBA
Oneida Healthcare Center
Attn: Karen Perry
321 Genesee St.
Oneida, NY 13421

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, 2016. Oneida Health Systems Inc, DBA Oneida Healthcare Center 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 **Oneida Health Systems, Inc. DBA Oneida Healthcare, 321 Genesee Street, Oneida, NY 13421**, (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

Oneida Health Systems Inc. DBA
Oneida Healthcare

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

By: _____

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
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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

**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

FN 20 14-232

May 6, 2014

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente,

Attached are three (3) copies of an agreement between Oneida County through its Health Department and Faxton St. Luke's Healthcare.


The purpose of this amendment is to provide revised reimbursement rates for the provision of 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. Effective April 1, 2014, reimbursement rates will 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

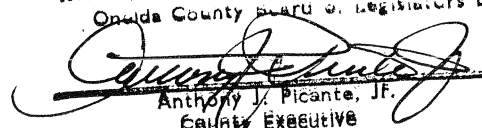
The Cancer Services Program is not mandated by law. The reason this agreement is being forwarded for signature after the commencement date is due to delays in processing.

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

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

Anthony J. Picente, Jr.
County Executive
Date 5/27/14

Oneida County Department: Health

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other x _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

NAME AND ADDRESS OF VENDOR: Robert Scholefield
Faxton-St. Luke's Healthcare
1656 Champlin Ave.
Utica, NY 13502

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 to the current agreement 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. Faxton-St. Luke's Healthcare Center will participate in the Oneida County Health Department's Cancer Services Program to provide breast, cervical and colorectal cancer screening services and/or diagnostic services.

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

TOTAL FUNDING REQUESTED: \$175,065

 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: Expenditures to Faxton St. Luke's Healthcare from 4/1/12 to 10/31/13 were approximately \$70,026.

O.C. DEPARTMENT STAFF COMMENTS: Faxton St. Luke's Healthcare is the facility that we utilize the most often.

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 **Faxton St. Luke's Healthcare, 1656 Champlin Ave., Utica, NY 13502**, (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.

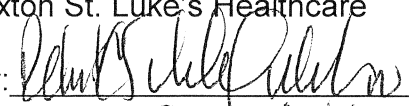
2. All other terms of the Original Agreement remain in effect without change or alteration.

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

Faxton St. Luke's Healthcare

By: 
Robert Scholefield

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
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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
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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.