



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Chairman
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Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION APRIL 10, 2013

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

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AVAILABLE ON WEBSITE ONLY

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

for

FN 20 13 - 118

MEMORIALIZING PETITION

READ & FILED

F.N. 2013 -

SPONSORS: Messrs. Paparella, Porter, and Chad Davis

A MEMORIALIZING PETITION URGING NEW YORK STATE REPRESENTATIVES TO AMEND THE NEW YORK STATE SEX OFFENDER LAWS TO REQUIRE SEX OFFENDERS TO DISCLOSE THEIR CRIMINAL PAST WHEN APPLYING FOR TEMPORARY HOUSING AND RESTRICTING THE USE OF MOTELS AND HOTELS FROM BEING TEMPORARY HOUSING FOR HOMELESS SEX OFFENDERS.

WHEREAS, the Board of Legislators of the County of Oneida is deeply concerned with the health and safety of the County's children and finds that sex offenders residing near, entering or appearing at school grounds, child care facilities, playgrounds, or parks poses a severe threat to the health and safety of those children; and

WHEREAS, the Oneida County Department of Social Services uses motels and hotels in Oneida County for temporary housing for the homeless including sex offenders that are homeless; and

WHEREAS, there are children and families walking by these motels and hotels to get to day cares, schools and churches on a daily basis; and

WHEREAS, the motel and hotel owners are not informed that some of the people that are being placed in temporary housing are sex offenders; and

WHEREAS, presently sex offenders are not required to disclose their criminal past when applying for temporary housing; and

WHEREAS, when there are homeless people that are convicted sex offenders placed at motels and hotels where there are children not only staying at the motels and hotels, but there are also neighborhood children walking by these establishments to get to day cares, school and churches creating an unsafe environment for children; and

WHEREAS, the general public is not given any notice or warnings that sex offenders are staying at these motels and hotels; and

WHEREAS, the Board of Legislators finds that instituting residency and proximity controls for sex offenders is the least restrictive and most effective means of protecting children from sexual predators in Oneida County; and

WHEREAS, while Oneida County Department of Social Service is mandated by the State of New York to provide temporary housing for the homeless sex offenders, and sometimes the only option are motels and hotels, the safety of the public is the prime concern, especially children; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators strongly feels that any sex offender should have to disclose his/her criminal past when seeking temporary housing; and

BE IT FURTHER RESOLVED, that the Oneida County Department of Social Services not place a known sex offender in a motel, hotel or other temporary housing where there are children not only staying at the motels, hotels, or other temporary housing, but also in neighborhoods where children will be walking by these establishments to get to day cares, schools and churches; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Acting Commissioner of Mental Health Kirstin Woodcock, Congressman Richard L. Hanna, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, 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 Assembly Representative William Magee, New York State Assembly Marc Butler, County Executive Anthony Picente, Commissioner of Oneida County Social Services Lucille A. Soldato and all others deemed necessary and proper.

~~John Forter~~

Patricia Brennan

Thomas Leach

Paul R. Paparella

Jim McQuinn

William Goodman

June Griffin 1977

Paul Ann Convent

Harmony Givals

James Duff

Chad Duff

Philip M. Sacco

Jan 1 unpled

R. King

Hans Cooper

Edward P. Welsh CD

Richard Flinn CD

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

Dated: March 13, 2013

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

for

MEMORIALIZING PETITION

FN 20 F.N. 2013- 119

SPONSORS: Messrs. Mandryck , and Welsh

READ & FILED

A MEMORIALIZING PETITION OPPOSING THE GOVERNOR'S PROPOSAL TO LIMIT INDUSTRIAL DEVELOPMENT AGENCIES' ABILITY TO GRANT STATE SALES TAX EXEMPTIONS AS PART OF LOCAL ECONOMIC DEVELOPMENT EFFORTS

WHEREAS, Currently, an industrial development agency ("IDA") may grant exemption from State sales and use taxes for projects that the IDA determines advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of the county, region and the State; and

WHEREAS, IDAs can provide State sales tax exemption without State approval and must give notice to the State of the agent/project operator's appointment; and

WHEREAS IDA's are uniquely created and organized to cooperate with local economic development groups and deal with state agencies, local businesses, job retention, job creation and grant inducements for economic development and stimulate economies of all sizes; and

WHEREAS, Governor Cuomo's proposed 2013-2014 Executive Budget contains a provision to restrict the authority of IDAs to provide State sales and use tax exemptions in the following ways:

- An IDA could only grant a State sales tax exemption to an agent or project operator that has been certified as a participant in the Excelsior Jobs Program, or is a business that would be eligible to participate in the Program,
- Eligibility in the Program is limited to certain types of firms, with specific criteria for job creation and capital investment for each type of firm,
- Before an IDA could award a State sales tax exemption, it would need to receive a determination from the Commissioner of Economic Development, in consultation with the Regional Economic Development Council, that the benefit plan is consistent with regional economic development strategies,
- An IDA would be prevented from providing a State sales tax exemption greater than that approved by the Commissioner of Economic Development,
- An agent or project operator would have to submit a claim for credit or refund to obtain a State sales tax exemption,
- An IDA would be required to send notice to the Tax Department when its appointment of an agent/project operator has expired or been revoked,
- An IDA would need to remit to the State any payments from a payment in lieu of taxes (PILOT) agreement for State sales and use taxes,
- If an IDA recaptures State sales and use tax monies from its agent or project operator, it would be required to turn such monies over to the NYS Commissioner of Tax and Finance,
- The bill would become effective immediately and apply to any IDA project, benefits or PILOT agreements established or revised on or after the bill's effective date.

NOW THEREFORE BE IT RESOLVED, that the County of Oneida Legislature opposes this proposal and calls for the legislature to reject these reforms due to the detrimental impact they would have on local economic development and job creation efforts.

BE IT FURTHER RESOLVED that the County of Oneida Legislature shall forward copies of this resolution to Governor Andrew Cuomo, the New York State Legislature, the 10 regional economic development councils, The New York State Economic Development Council (NYS EDC) and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Emil R. Paparella
D. Alford
R. King
John Durr
Bin Manohar
Peter Brennan
John P. ...
Tom Leach
Hansel Rogers
William Goodman
Chad Durr
Thibault Sacco
Ben ...
Edwin P. Wilse

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

Dated: March 13, 2013

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

for

MEMORIALIZING PETITION

F.N. 2013- 120

FN 20 _____

SPONSOR(S): Messrs: Emil Paparella, Ronald Townsend, William Goodman

READ & FILED

A MEMORIALIZING PETITION URGING THE UNITED STATE GOVERNMENT REPRESENTATIVES TO SUPPORT THE REVERSAL OF A DECISION BY COLOSSEUM FITNESS CENTER, LOCATED AT GRIFFISS PARK, ROME, NY OF NOT ALLOWING RETIRED MILITARY VETERANS AND THEIR FAMILIES MEMBERSHIP TO THE FITNESS FACILITY

WHEREAS, the Colosseum Fitness Facility at Griffiss Park is owned by three major Defense Department employers (EADS, Rome Lab and DFAS); and

WHEREAS, Colosseum Fitness Facility is located in a former Air Force warehouse and opened in 2007 as an 80,000 square foot facility; and

WHEREAS, 255 local retired military veterans and their families are being affected by this decision; and

WHEREAS, proper fitness can assist our retired military veterans with improving their health, and in many cases rehabilitate previous health issues due to combat; and

WHEREAS, this decision takes effect March 31, 2013; and

WHEREAS, the Oneida County Board of Legislators hold retired military veterans and their families in high regard for their service to our Country and feel that retired military veterans and their families should be allowed membership at the Colosseum Fitness Facility; and

NOW THEREFORE BE IT HEREBY RESOLVED, that membership to the Colosseum Fitness Facility is a quality of life issue that should not be denied our retired military veterans and their families; and

BE IT FURTHER RESOLVED, that our federal, state, county and city representatives should all stand together in support of membership privileges at Colosseum Fitness Facility be restored to our retired military veterans and their families; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Secretary of Defense Chuck Hagel, 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, Mayor Joseph R. Fusco, Jr., and all others deemed necessary and proper.

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.

County Executive

F. RICHARD GIFFORD, II
Commissioner of Aviation

FN 20 13-121

March 27, 2013

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

AIRPORT

WAYS & MEANS



Re: Reference # H-463 Cost Plus Fixed Fee Agreement for Construction Observation and Administration of Nose Dock 784 construction

Dear County Executive Picente,

Please consider acceptance of the Cost Plus Fixed Fee Agreement for Construction Observation and Administration of Nose Dock 784 construction agreement from C&S Engineers for \$315,192.00 for providing necessary consultant services associated with the CACI of Nose Dock 784 at Griffiss International Airport. C&S Companies maximum amount payable under this agreement is \$315,192.00.

The Oneida County Board of Legislators designated C&S Companies as an approved Airport Consultant (F.N. 2009-#348).

This request was approved by the Oneida County Board of Acquisition and Contract on March 27, 2013.

C&S will provide professional contract observation and administration services of Nose Dock 784, providing oversight of all building design to include general construction, plumbing, HVAC, fire protection, mechanical and electrical systems. Services include letter update of Environmental Assessment (EA) and State Environmental Quality Review (SEQR) has classified this as a Type 2 action.

This project is funded 90% (\$283,672.80) with State CFA dollars, 10% (\$31,519.20) Oneida County dollars. Please charge account H-463.

If you concur with this request please forward to the Board of Legislators for consideration.

Thank you for your assistance in this matter.

F. Richard Gifford, II
Commissioner
Department of Aviation

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

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Oneida County Department: Aviation

Competing Proposal x
Only Respondent _____
Sole Source RFP _____

Oneida County - Contract Summary

Name of Proposing Organization: C&S Engineers

Title of Activity or Service:
Agreement for Professional Service

Client Population/No. to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

C&S will provide professional Construction Observation and Administration as required for this NY State Consolidated Funding Grant

2) Program/Service Objectives and Outcomes:

C&S will provide Construction oversight and Inspection for the Rehabilitation of Nose Dock 784

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$315,192.00

Oneida County Department Funding Recommendation:

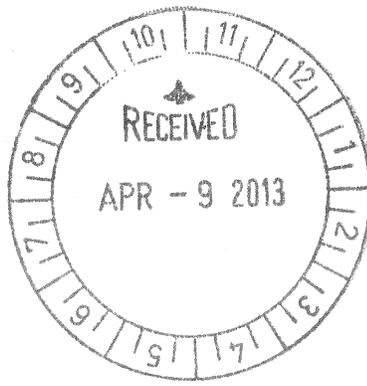
Account # H-463

Proposed Funding Source:	Federal \$	State \$252,153.60	County \$ 31,519.20
	_____	_____	_____

Cost Per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments: Approved at A&C on 3-27-2013



MEMORANDUM

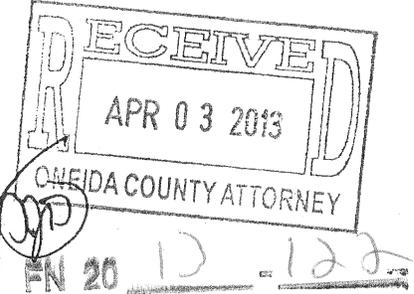
TO: Anthony Picente, Jr. County Executive

FROM: Steven J. DiMeo, President Mohawk Valley EDGE

DATE: March 25, 2013

CC: Greg Amoroso, County Attorney
Jef Saunders, Saunders Kahler

RE: **Supplemental Agreement – Oneida County and Mohawk Valley EDGE for Marcy Nanocenter at SUNYIT Project**



**ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS**

Attached are three copies of the proposed Supplemental Agreement ("**Agreement**") that would replace the previously approved Supplemental Agreement Allocating PILOT Payments on the Family Dollar Project at Griffiss. ("**Family Dollar PIF**"). The Family Dollar PIF authorized the sub-allocation of a portion of the County's share of the PILOT Payments from the Family Dollar PILOT to EDGE to assist in furtherance of the planned development of the Marcy Nanocenter project at SUNYIT.

Under the terms of the County's share of the Family Dollar PILOT, EDGE was to receive for the years 2011 through 2019 was **\$1,778,592.12** and said funds were to be used by EDGE for planning, legal, surveying and testing services, engineering, permitting, acquisition of property and easements, relocation of the Porter Terminal #6 Transmission Line and construction of the Marcy-SUNYIT Parkway and certain infrastructure improvements, planning and design studies for the County Interceptor Project, global marketing activities, and other expenditures deemed necessary to further the development of the Marcy Nanocenter at SUNYIT project.

For calendar years 2011 and 2012, EDGE received **\$249,470.52/year** or **\$498,941.04** in total over both years. However, prior to the Taxable Status date in 2013, Family Dollar ("The Company") elected to terminate its PILOT Agreement and instead place the property back onto the tax rolls with the net result being that the Company is obligated to pay 100% of all taxes due and owed on its Distribution Center located at Griffiss Business and Technology Park to the City of Rome, Rome City School District and Oneida County for the period commencing on January 1, 2013 and ending on December 31, 2015 before the property is covered by a new PILOT Agreement that is to take effect on January 1, 2016 and running through December 31, 2025.

Because the property has been placed back on the Tax Rolls, the Original Allocation Agreement and the Supplemental Allocation Agreements have been nullified and as such, the balance of the sub-allocation of PILOT payments to EDGE has been terminated through no fault or desire of either EDGE or the County.

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

Anthony J. Picente, Jr.
County Executive

Date: 4/9/13

To assist EDGE in bringing about the successful completion of the Marcy Nanocenter at SUNYIT Project by, among other things, making the Marcy Site "shovel ready", the Parties hereto desire to replace the Supplemental Allocation Agreement with a separate contract that will provide a multi-year funding commitment to EDGE for the Marcy Project. The attached Supplemental Agreement will run for a term of three (3) years beginning on **January 1, 2013 and ending December 31, 2015**. Oneida County agrees to make annual payment over and above its separate Agreement for economic development services, annual payments of \$250,000/year (payable in semi-annual payments of \$125,000), or \$750,000 in total for the three year period.

With the approval of this Agreement, the cumulative amount remitted to Mohawk Valley EDGE inclusive of the funds originally received under the Family Dollar PILOT is \$1,248,941.04, or \$529,651.08 less than if the Family Dollar PILOT had remained in effect.

Such payment will constitute part of EDGE's total revenue for 2013, 2104 and 2015, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the "lead developer" of the Marcy Nanocenter at SUNYIT Project. To that end, EDGE's goals in providing the herein described Project-related services to the County shall be to form and implement Project-related economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities in the semiconductor, nanoelectronics, nanotechnology and/or related high-tech industries, and increase, by developing the Marcy Nanocenter at SUNYIT Project, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement Project-related economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to Project-related matters in Oneida County, and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

The funding that Oneida County has earmarked for the Marcy Nanocenter Project via the prior Family Dollar PIF and this proposed Supplemental Agreement will leverage another \$45 Million in state and other local funding. This does not take into account the investment of \$50 M for the Quad C and the planned multi-billion investments that are contemplated at the Marcy site.

Please do not hesitate to contact me if you have any further questions on this proposed Supplemental Agreement.

Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Mohawk Valley EDGE

Title of Activity or Service: Supplemental Agreement

Proposed Dates of Operation: 1/1/13-12/31/15

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: Assistance in furtherance of the planned development of the Marcy Nanocenter. This necessary due to the termination of Family Dollar PILOT Agreement through 12/31/15

2) Program/Service Objectives and Outcomes: Company is obligated to pay 100% of all taxes due and owed through 12/31/15 at which time it will enter back into a new PILOT Agreement for the period of 1/1/16 through 12/31/25. During this time period when the property is on the tax rolls this supplemental agreement support Mohawk Valley EDGE in its assistance in furtherance of the planned development of the Marcy Nanocenter.

3) Program Design and Staffing:

Total Funding Requested: \$750,000.00 **Account #:** A6432.495115

Oneida County Dept. Funding Recommendation: \$750,000.00

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

Cost Per Client Served: ---

Past Performance Data: ---

O.C. Department Staff Comments:

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SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (this "Agreement"), dated as of January 1, 2013, is by and between

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "**County**"), and

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as "**EDGE**").

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

WHEREAS, in furtherance of its objects and purposes, EDGE entered into that certain Amended and Restated Project Development Agreement for the Marcy Nanocenter at SUNYIT with the State University of New York ("SUNY") and The Research Foundation of State University of New York ("SUNY RF") dated as of May 1, 2010, (said agreement, as the same may be amended and/or restated from time to time, is hereinafter referred to as the "PDA"); and

WHEREAS, pursuant to the PDA, EDGE has undertaken a project (the "Marcy Nanocenter at SUNYIT Project" or "Project") to develop a portion of the SUNYIT Campus and some lands located adjacent thereto or in the vicinity thereof (such properties being, collectively, the "Marcy Site") for use by one or more semiconductor, nanoelectronics, nanotechnology and/or related high tech end users (each, individually, an "End User" and, collectively, the "End Users"); and

WHEREAS, the magnitude of the Project is such that it is expected to have a positive, transformative effect on the economy of Oneida County and the entire Mohawk Valley Region by, among other things, reducing unemployment, creating new and improved job opportunities, encouraging population stabilization and/or growth, and leading to the betterment of individual and community prosperity; and

WHEREAS, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. ___ of 2013 (the "Resolution"), has authorized the expenditure of certain monies to pay for Project-related services to be rendered by EDGE to the County pursuant to this Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

15.

1. The term of this Agreement shall be for three (3) years beginning on **January 1, 2013 and ending December 31, 2015**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.
2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing the Project-related services hereinafter described to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total revenue for 2013, 2014 and 2015, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the "lead developer" of the Marcy Nanocenter at SUNYIT Project. To that end, EDGE's goals in providing the herein described Project-related services to the County shall be to form and implement Project-related economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities in the semiconductor, nanoelectronics, nanotechnology and/or related high-tech industries, and increase, by developing the Marcy Nanocenter at SUNYIT Project, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement Project-related economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to Project-related matters in Oneida County, and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.
3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its Project-related activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a prospective End User or other entity and/or information which EDGE reasonably deems confidential. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its Project-related activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a prospective End User or other entity and/or information which EDGE reasonably deems confidential. At least once each quarter, EDGE shall report to the County Executive on any companies that have received Project-related financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements., EDGE shall also report to the County Executive on other major changes in Project-related business activities in the County of which EDGE is aware, excepting from such reports information which is

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subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a prospective End User or other entity and/or information which EDGE reasonably deems confidential.

5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the Mohawk Valley Region by overseeing and facilitating the Marcy Nanocenter at SUNYIT Project:

5.1.1 Assist the County, the Oneida County Sewer District, the Mohawk Valley Water Authority (“MVWA”) and others with infrastructure up-grades and/or capital improvements necessary to accommodate the growth which is expected to result from the Marcy Nanocenter at SUNYIT Project by, among other things:

(a) arranging for the acquisition of permits from the New York State Thruway Authority and New York State Canal Corporation, the acquisition of temporary construction easements and permanent easements from private landowners, and undertaking the design and engineering necessary for the County and/or Oneida County Sewer District to construct and/or install a new, 42” diameter interceptor sewer line running from the existing Marcy Interceptor Sewer in the Town of Marcy eastward approximately two (2) miles to the County’s Water Pollution Control Facility situate on Leland Avenue, Utica, New York (the “New North Utica Interceptor Sewer”); and

(b) facilitating the upgrades and/or other capital improvements necessary to expand the capacity of MVWA’s water filtration plant and water storage capacity, and the construction of new raw transmission feeds and a new neutralization plant (to allow for direct discharges of treated industrial waste water into the New York State Barge Canal);

(c) constructing a “ring road” on the Marcy Site as well as upgrades to existing Edic Road (which is a County road); and

(d) relocating National Grid’s Porter Terminal #6 electric transmission line from its current location on the Marcy Site to another location on the Marcy Site so as to facilitate the overall development thereof; and

(e) constructing an electric substation on or near the Marcy Site and a redundant electrical feed to the Marcy Site; and

(f) constructing replacement wetlands in the Oriskany Flats Wildlife Management Area and performing certain other on-site and off-site wetland mitigation measures designed to offset the loss of jurisdictional wetlands situate on the Marcy Site;

(g) undertaking major earthwork and general site preparation and development work on the Marcy Site including clearing and grubbing, grading, and site compaction; and

(h) constructing storm drainage improvements, retaining walls and driveways, undertaking the rough grading of parking lots and creating building pads ready for development.

5.1.2 Develop a PILOT Increment Financing Proposal and present the same to the Oneida County Industrial Development Agency (“OCIDA”) and the affected tax jurisdictions (including the County) for their consideration and approval.

5.1.3 Arrange for the 55.176± acre Farmer Parcel adjoining the Marcy Site to be re-zoned from R-20 (Residential) to P-D (Planned Development).

5.1.4 Publicize the advantages of Oneida County and the Mohawk Valley Region as a desirable area for End Users to locate and expand through targeted global marketing efforts to the semiconductor, nanoelectronics, nanotechnology and/or related high tech industries. Through its global marketing and promotional activities, attract and encourage one or more End Users to locate or expand at the Marcy Site or elsewhere in Oneida County and thus facilitate the success of the Marcy Nanocenter at SUNYIT Project as well as the general economic growth and development of Oneida County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2013, a global marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for prospective End Users being targeted by EDGE.

5.1.5 Report, in writing, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a prospective End User or other entity and/or information which EDGE recently deems confidential, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of any potential Project-related development in their respective communities.

5.1.6 Provide prompt attention to, and follow-up on, leads relating to the Marcy Nanocenter at SUNYIT Project and maintain a record of all leads, contacts and follow-up efforts with prospective End Users and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential Project-related development.

5.1.7 Maintain implementation of a communications program that conveys information to the general public on the Marcy Nanocenter at SUNYIT Project and activities. EDGE’s communications program will (i) disseminate information regarding the Marcy Nanocenter at SUNYIT Project by publishing quarterly newsletters, and maintaining a website (ii) prepare collateral marketing materials and other reports that inform the community about the Marcy Nanocenter at SUNYIT Project and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on the Marcy Nanocenter at SUNYIT Project, (iv) arrange for the issuance of press releases, and (v) respond to inquiries from the media regarding the Marcy Nanocenter at SUNYIT Project and activities.

7. For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Seven Hundred Fifty Thousand and 00/100ths Dollars (\$750,000.00)** in semi-annual payments of **One Hundred Twenty Five Thousand and 00/100ths Dollars (\$125,000.00)**.

Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

8. EDGE shall file an annual report and budget of its Project-related expenditures and receipts with the Clerk to the Board of Legislators.
9. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.
10. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.
11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.
12. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in **Exhibit A**, attached hereto and made a part of this Agreement.
13. The Addendum attached hereto as **Exhibit B** is hereby incorporated into and made a part of this Agreement to the extent applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

By: _____
Anthony J. Picente, Jr
County Executive

Date: _____

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By: Laura Casamento
Laura Casamento
Chairperson

Date: 4/1/13

Approved As To Form
ONEIDA COUNTY ATTORNEY

By: Dee J Ann

EXHIBIT A

EDGE Procurement Policies

EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation (“EDGE”) is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 55-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the “Subsidiaries”).

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE’s mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the “Procurement Policies”) hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE’s procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

“Commodities” shall mean goods, materials, equipment and supplies.

“Services” shall mean all services except for Exempt Services.

“Exempt Services” shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

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consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

“EDGE” shall mean Economic Development Growth Enterprises Corporation.

“Subsidiaries” shall mean EDGE’s directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

“Construction/Renovation Project” shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE’s Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE’s President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

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Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e., invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

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EXHIBIT B

Addendum

25.

ADDENDUM

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

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

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

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

1. **Executor or Non-Appropriation Clause.**

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

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

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110,

1. The Contractor certifies that it and its principals:

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

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
- _____
- _____

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - 5. Make available protected health information in accordance with 45 CFR §164.524;
 - 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 - 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate

against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable.

Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

County of Oneida

Contractor

By: _____

By: _____

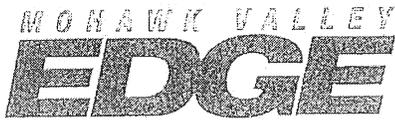
Oneida County Executive

Name:

Approved as to Form only

Dee J Amun

Oneida County Attorney



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
584 Phoenix Drive • Rome, New York 13441
315-338-0393 • 800-765-4990 • FAX 315-338-5694
E-Mail: info@mvedge.org • www.mvedge.org

FN 20 13-123

March 20, 2013

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

RE: 2013 Mohawk Valley EDGE – Oneida County Contract

Dear Tony:

Attached are two copies of the proposed 2013 contract between Mohawk Valley EDGE and Oneida County. The proposed agreement includes the funds authorized in the current Oneida County Budget (\$349,674.00) to Mohawk Valley EDGE. Mohawk Valley EDGE will carry out initiatives to improve the region's economy with emphasis on attracting new investment and growth as well as assisting Oneida County businesses with new opportunities.

EDGE looks forward to working with you and the leadership on the County Board in these challenging economic times. Please do not hesitate to contact me if you have any further questions.

Sincerely,


Steven J. DiMeo
President
Mohawk Valley EDGE

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


Anthony J. Picente, Jr.
County Executive

Date 4/9/13

CC: Laura Casamento, EDGE Board Chair
Greg Amoroso, County Attorney
Joseph Saunders, EDGE Counsel
Shawna Papale, Sr. Vice President EDGE



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Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Mohawk Valley EDGE

Title of Activity or Service: Cultural Contract

Proposed Dates of Operation: 1/1/13-12/31/13

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services: To publicize the advantages of Oneida County and the region.

2) Program/Service Objectives and Outcomes: Advancing, fostering and promoting general economic and industrial development within Oneida County and the region.

3) Program Design and Staffing:

Total Funding Requested: \$349,674.00 **Account #:** A6432.495 & A6436.495

Oneida County Dept. Funding Recommendation: \$349,674.00

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

Cost Per Client Served: ---

Past Performance Data: ---

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of January 1, 2013, is by and between

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "**County**"), and

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as "**EDGE**").

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

WHEREAS, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. ___ of 2013 (the "Resolution"), has authorized the expenditure of certain monies to pay for the services to be rendered by EDGE to the County pursuant to this Agreement; and

WHEREAS, the County Executive and Board of Legislators, as the policy making branches of County government, desire that the services described herein be consolidated under the aegis of, and be performed by, a single economic development organization, to wit: EDGE, in order to better facilitate the growth and development of Oneida County and represent the interests of all residents of Oneida County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for one (1) year beginning on **January 1, 2013 and ending December 31, 2013**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.
2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing services to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total 2013 revenue, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the lead economic development organization in Oneida County. To that end, EDGE's goals in providing the herein described services to the County shall be to form and implement economic development policies that will help Oneida County and the region

retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities, and increase, by improving general economic conditions, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to general economic development in Oneida County and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a business prospect, existing employer or other entity and/or information which EDGE reasonably deems confidential. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a business prospect, existing employer or other entity and/or information which EDGE reasonably deems confidential concerning prospective or existing projects. At least once each quarter, EDGE shall report to the County Executive on any companies that have received financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements., EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a business prospect, existing employer or other entity and/or information which EDGE reasonably deemed confidential.
5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the region by overseeing and facilitating overall general economic development:

5.1.1 Implement and update, as deemed necessary, the Regional Economic Development Strategy that was prepared in 1997 by Deloitte Touche & Fantus Consulting, and continue appropriate outreach to focus on the development and implementation of local strategies for restoring Oneida County and the region's population and addressing Oneida County and the region's work force development needs. Building on past efforts, EDGE, with community stakeholders such as the Community Foundation of Herkimer and Oneida

Counties, Inc., and others, shall undertake an effort to identify key community indicators and develop regional strategies and shared community vision that will provide a comprehensive approach to improving the region's community development (e.g., education, culture and arts, health, work force development, transportation, and community development initiatives) as an integral component of an overarching economic development strategy.

5.1.2 Publicize the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand by targeting marketing efforts to strategic industry clusters identified in the EDGE 2013 Annual Plan. Through its marketing and promotional activities, attract and encourage industry and businesses to locate or expand in Oneida County and thus facilitate the general economic growth and development of Oneida County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2013, a targeted marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for business expansions within key industry clusters being targeted by EDGE.

5.1.3 Maintain a systematic program for visiting area businesses and firms and communicating with them on (i) the available programs and services offered by and through conduits of Oneida County, (ii) the identification of issues or problems that may adversely impact a business or firm's economic well-being and the maintenance of its operations and continued presence within Oneida County, and (iii) the opportunities for growth and expansion within Oneida County and/or the Mohawk Valley that may occur as a result of assistance provided through EDGE, other economic development agencies, and/or state and/or local government support. EDGE shall make the County Executive aware of key business outreach visits that would warrant his participation. EDGE shall coordinate business outreach activities, visits, and business development projects with the Regional Office of the Empire State Development Corporation, the Workforce Investment Board, and, to the extent necessary or desirable, its other economic development and educational partners.

5.1.4 Report, in writing, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a business prospect, existing employer or other entity and/or information which EDGE reasonably deems confidential, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of potential economic development projects in their respective communities, and notify the County and affected local government officials at the earliest possible time (after EDGE acquires actual knowledge thereof) that an existing employer in their respective communities may relocate elsewhere in or outside of Oneida County.

5.1.5 Provide prompt attention to, and follow-up on, leads regarding new economic development, businesses or industries and participate with the County in an outreach to existing businesses and industries in Oneida County and maintain a record of all leads, contacts and follow-up efforts with existing businesses and prospects and, upon request, provide County officials, except for

confidential information on clients or leads, reports on potential economic development projects.

5.1.6 Administer and oversee management of the EDGE Job Development Loan Fund, and other revolving loan fund accounts under its control or management. Within such funding made available and so identified, EDGE shall maintain a targeted Small Business Development Loan Program capitalized with funding secured from the U.S. Department of Housing and Urban Development (HUD) under the HUD Small Cities Program and the NYS Small Cities Program to specifically address unique small business financing needs.

5.1.7 Prepare proposed financing assistance and economic development incentives packages for businesses that are looking to expand or locate within Oneida County, and develop funding strategies for special economic development projects and initiatives.

5.1.8 Administer and monitor the Oneida County Empire Zone Program and the new Excelsior Program approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office.

5.1.9 Make itself available to administer various Federal and state grants obtained by the County for various economic development projects upon such terms and conditions as may be mutually satisfactory to the County and EDGE. These grants would include, but not be limited to, grants received through the Office Community Renewal for projects within Oneida County.

5.1.10 Provide necessary technical support for designated Build Now sites and/or key development sites in Oneida County and Herkimer County, and provide technical assistance and necessary staff support for pre-permit approval and development of other key development sites and vacant/underutilized facilities.

5.1.11 Provide marketing and staff assistance for aviation-related economic development opportunities at Griffiss International Airport. Specifically, EDGE will: (i) work cooperatively with Oneida County, the County's Aviation Department, and Griffiss Local Development Corporation ("GLDC") on the development and funding of a marketing program to attract new and expanded aviation-related uses at Griffiss International Airport (i.e., EDGE, with the concurrence of GLDC, will assist GLDC in using funds from the GLDC marketing budget, contingent on an appropriate funding match from the County, for marketing of the Griffiss International Airport for aviation economic development opportunities); (ii) provide economic development services to the County and the County's Aviation Department to identify and handle aviation leads, develop financing and incentives proposals required for new and expanding aviation development opportunities, coordinate negotiations for the lease of existing buildings at Griffiss International Airport or for the development of new aviation facilities that would be built, and provide other economic development support that will enable the County to expand aviation activity at the Griffiss International Airport. Costs for outward marketing (trade shows, sales calls, development of

marketing materials) are not an obligation of EDGE and would require appropriation of funds by GLDC and Oneida County at Griffiss.

It is further understood and agreed that the County will be solely responsible for all decisions related to the operation of the Griffiss International Airport, complying with FAA requirements, providing appropriations for capital projects at Griffiss International Airport and providing funding for annual Airport O&M costs required to operate Griffiss International Airport. Pursuant to state and local law, any prime leases of property at the Griffiss International Airport will be subject to approval by the Oneida County Board of Legislators and the Federal Aviation Administration (FAA).

5.1.12 EDGE shall continue to work with the County on the completion of a master reuse plan for the former Oneida County Airport and Oneida County Airport Business Park in Oriskany, New York (a/k/a the "Oneida County Business Park") to address opportunities to reuse the vacant lands for long-term economic development and address concerns by the current businesses within the Oneida County Business Park on ongoing needs for maintenance and repairs to the Oneida County Business Park infrastructure (e.g., roads, drainage ditches, and utilities). The plan will also strive to rebrand and rename the Oneida County Business Park. The reuse strategy will seek to integrate the Oneida County Business Park with any potential plans to expand the Oneida County Business Park by redeveloping the lands that the County owns and which are now vacant or underutilized as a result of the relocation of the Oneida County Airport to Griffiss.

5.1.13 Maintain implementation of a communications program that conveys information to the general public on EDGE projects and activities. EDGE's communications program will (i) disseminate information by publishing quarterly newsletters, and maintaining a website (ii) prepare collateral marketing materials and other reports that inform the community about EDGE-sponsored or EDGE-supported projects and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on economic development matters, (iv) arrange for the issuance of press releases, and (v) respond to inquiries from the media regarding economic development projects and activities.

5.1.14 Undertake special projects, enter into technical assistance contracts with local governments, develop and administer community and economic development initiatives, and complete or cause to be completed studies that will further the economic growth and development of Oneida County and the Mohawk Valley. In addition, EDGE will facilitate the reaching out to and development of contacts with various community groups, Chambers of Commerce and other strategic publics in the region on the regional effort to encourage economic development.

5.1.15 Help coordinate activities by the Griffiss Institute Inc. to provide training, establish a business accelerator program, and other business assistance to companies and businesses involved in information technology and cyber-operations.

5.1.16 Assist the County, Cornell Cooperative Extension, and other federal and state government agencies on implementing the County's Agricultural and Rural economic development programs.

6. EDGE shall use its best faith efforts to raise private sector monies or lending commitments in an amount equal to or in excess of funds appropriated by the County for economic development purposes in 2013 with a goal that each party hereto shall raise and/or commit appropriate funds for an incentive effort for economic development. Any and all economic development incentive funds shall be administered by EDGE pursuant to a written protocol that shall include loan and grant criteria and conflict of interest provisions. The County may contribute to the fund-raising effort as indicated.
7. For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Three Hundred Forty Nine Thousand Six Hundred Seventy Four and 00/100ths Dollars (\$349,674.00)** in semi-annual payments of **One Hundred Seventy Four Thousand Eight Hundred Thirty Seven and 00/100ths Dollars (\$174,837.00)**.

Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

8. EDGE shall file an annual report and budget of its expenditures and receipts with the Clerk to the Board of Legislators.
9. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.
10. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.
11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.
12. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in **Exhibit A**, attached hereto and made a part of this Agreement.
13. The Addendum attached hereto as **Exhibit B** is hereby incorporated into and made a part of this Agreement to the extent applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

By: _____
Anthony J. Picente, Jr
County Executive

Date: _____

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By: *Laura Casamento*
Laura Casamento
Chairperson

Date: 4/1/13

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: *Dreg S Ann*

EXHIBIT A

EDGE Procurement Policies

EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation (“EDGE”) is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 55-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the “Subsidiaries”).

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE’s mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the “Procurement Policies”) hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE’s procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

“Commodities” shall mean goods, materials, equipment and supplies.

“Services” shall mean all services except for Exempt Services.

“Exempt Services” shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

“EDGE” shall mean Economic Development Growth Enterprises Corporation.

“Subsidiaries” shall mean EDGE’s directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

“Construction/Renovation Project” shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE’s Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE’s President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (*i.e.*, invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

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EXHIBIT B

Addendum

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
-
-

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(c), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR §164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate

against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable.

Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

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

16. Gratuities and Kickbacks.

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

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

17. Audit

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

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

18. Certification of compliance with the Iran Divestment Act.

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

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

County of Oneida

Contractor

By: _____

By: _____

Oneida County Executive

Name:

Approved as to Form only

Dee J. Amer

Oneida County Attorney

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

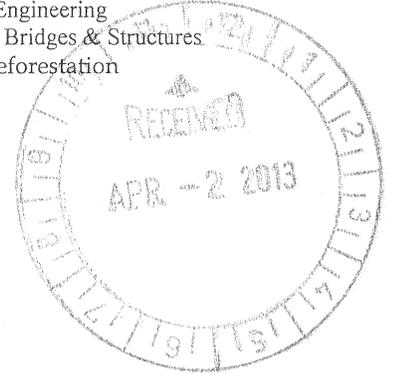
6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6235
Fax: (315) 768-6299

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

March 26, 2013

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

FN 20 13 - 124



PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Chapter 686 of the Laws of 1996 vested the State of New York with fiscal responsibility for interior cleaning and the performance of minor repairs in State court facilities. Accordingly, the State's Unified Court System, Office of Court Administration (OCA) has contracted with local municipalities for such services. In Oneida County, the facilities used by the State courts and court-related agencies are maintained under Contract C300194, by the Oneida County Department of Public Works.

Pursuant to Section I of the existing contract between the Unified Court System and Oneida County, it is necessary to establish a renewal period in the five year term of this agreement. Said renewal period shall commence April 1, 2012 and shall terminate March 31, 2013. During this 2012-2013 renewal period, all terms and conditions of the above referenced Agreement shall continue to apply except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2012-2013 period shall be \$540,701. The enclosed Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's.

This revenue was approved by the Oneida County Board of Legislators as part of the 2013 Operating budget in revenue line A3022.

Please consider the enclosed Agreement and if acceptable forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 3/28/13

Oneida County DPW Contract Summary

Division: Buildings & Grounds
Contact: Mark Laramie
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract _____
Professional Services Contract _____
NYSOGS Contract _____
Competitive Bid or Proposal _____
Sole Source _____
Other X

Board of Legislators Approval Required Yes

Name of Contracting Organization: **State of New York
Unified Court System
600 S. State Street
Syracuse, NY 13202**

Title of Activity or Service: **Agreement Between UCS and Oneida County
Court Cleaning and Minor Repairs
Annual Renewal**

Description of Proposed Services: **Court Cleaning and Minor Repairs**

Total Funding Requested: \$540,701.00

Account Number A3022

Proposed Funding Source: Federal _____
State 100%
County _____
Other _____

Oneida County Department Staff Comments: _____



ONEIDA COUNTY BOARD OF LEGISLATORS

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

April 3, 2013

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

FN 20 13-125

PUBLIC WORKS

WAYS & MEANS



Honorable Members:

I am putting forward a proposed Local Law from Legislator Edward P. Welsh that will adopt a rule that states, in the future any new or amended schedule of charges only apply to usage occurring on or after the effective date of said schedule.

I hereby refer Mr. Welsh's proposal to the full Board for consideration at the meeting of **May 8th, 2013**.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp
attachment



ONEIDA COUNTY BOARD OF LEGISLATORS

Edward P. Welsh ♦ PO Box 8015 ♦ Utica, NY 13505-8015 ♦ 941-6036

April 3, 2013

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

RE: Oneida County Sewer District Rates

Dear Chairman Fiorini,

I am sending this letter today to put forth a Local Law adopting a rule that any new or amended schedule of charges for any consumers within the Oneida County Sewer District shall only have a prospective effect. The intent of this Local Law is to prohibit retroactive effect of any schedule of charges for any consumers within the Oneida County Sewer District, so that any future schedule of charges shall only apply to usage occurring on or after the effective date of said schedule.

Please find attached a copy of the proposed Local Law as drafted by our County Attorney for your review. Please feel free to contact me if you have any questions or concerns regarding this matter.

If agreeable, please expedite distribution of this communication for the April 8th Public Works Committee meeting.

Sincerely,

Edward P. Welsh^(ed)

Edward P. Welsh
Oneida County Legislator, R-21st



Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

April 5, 2013

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

FN 20 13-126



PUBLIC WORKS WAYS & MEANS

Dear County Executive Picente,

The 2013-2014 New York State budget includes additional funding for the Consolidated Highway Improvement Program (CHIPS). CHIPS provides reimbursement to local municipalities for highway related capital improvement projects.

Oneida County's is now eligible to request a maximum reimbursement of \$4,039,716.51 for highway related capital improvement projects. This is \$627,000.00 more than originally anticipated and accounted for in the 2013 County budget.

Therefore, I respectfully request an amendment to Capital Project H-477, Consolidated County Road Program, as follows.

	Current Authorization	Requested Increase	Requested Authorization
Bond Proceeds	\$3,890,000.00	\$0.00	\$3,890,000.00
State Aid	\$0.00	\$627,000.00	\$627,000.00
Total	\$3,890,000.00	\$627,000.00	\$4,517,000.00

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

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.
Jennifer M. Compo, Paralegal

PAROLE REVOCATION SECTION
James F. Kehoe, Esq.
Karrie L. Livingston, Sr. Office Specialist

SENIOR INVESTIGATOR
James J. Laribee

CONFIDENTIAL INVESTIGATOR
Christian M. Nebush

SPECIAL INVESTIGATOR
Nicholas J. LaBella

CONFIDENTIAL SECRETARY
Patricia A. Potter

Oneida County Public Defender Criminal Division

250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

Branch Offices

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Rome City Court
100 West Court Street
Utica, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

VIOLENT CRIMES SECTION
First Assistant Public Defenders
David A. Cooke, Esq.
Luke A. Nebush, Esq.
Adam P. Tyksinski, Esq.

MAJOR CRIMES SECTION
First Assistant Public Defender
Tina L. Hartwell, Esq.
Assistant Public Defenders
Elizabeth M. Cesari, Esq.
JoAnna R. Feiner, Esq.
Sarah A. Mietz, Esq.
Cory A. Zennamo, Esq.

CITY COURTS SECTION
First Assistant Public Defender
David L. Arthur, Esq. – Rome
Assistant Public Defenders
James P. Godemann, Esq. – Utica
Jonathan B. Stroble, Esq. – Utica
Benjamin D. Agata-Utica
Doreen M. St. Thomas, Esq.

Monday, March 11, 2013

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



Re: Certification of Section 606 Expenses

Keith Bowen, Justice Butler, Childs E. Dennis, Kemal Fletcher, Tyrell L. Harper, Damin Kelly, Wernel Martinez, Samuel D. Monroe, Charles Nieves, Mark Smith, David Ortega, Jeremias Santiago, Junaun Simmons and Michael J. Wagner, being inmates of the State of New York

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients,

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

Frank J. Nebush, Jr.
Frank J. Nebush, Jr.
Oneida County Public Defender, Criminal Division

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

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

Date 3/19/13

62

**In the Matter of the Claim of the
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment
of Legal Expenses Incurred in the Defense of Inmates
of the State of New York

**AFFIDAVIT IN SUPPORT OF
CLAIM FOR PAYMENT OF
OF
SECTION 606 EXPENSES**

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

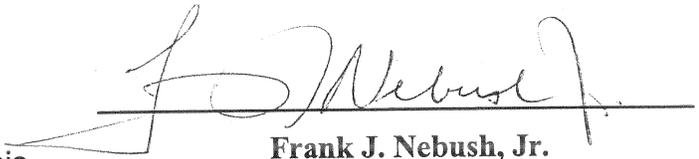
3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit: Keith Bowen, Justice Butler, Childs E. Dennis, Kemal Fletcher, Tyrell L. Harper, Damin Kelly, Wernel Martinez, Samuel D. Monroe, Charles Nieves, Mark Smith, David Ortega, Jeremias Santiago, Junaun Simmons and Michael J. Wagner, being inmates of the State of New York pursuant to Section 606 of the Correction Law of the State of New York. A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

TOTAL OF EXPENSES

People v. Keith Bowen	\$1,100.28
People v. Justice Butler	\$85.22
People v. Childs E. Dennis	\$639.58
People v. Kemal Fletcher	\$1,211.83
People v. Tyrell L. Harper	\$1,687.72
People v. Damin Kelley	\$701.24
People v. Wernel Martinez	\$926.52
People v. Samuel D. Monroe	\$1,095.81
People v. Charles Nieves	\$1,142.41
People v. Mark Smith	\$1,497.14
People v. David Ortega	\$625.74
People v. Jeremias Santiago	\$1,066.58
People v. Junaun Simmons	\$85.22
People v. Michael J. Wagner	\$143.00
TOTAL:	\$12,008.29

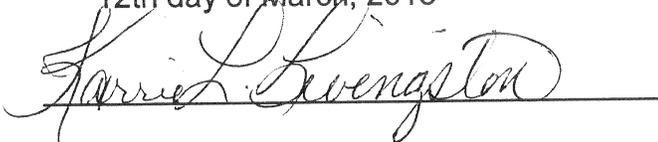
I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: March 12, 2013



Frank J. Nebush, Jr.

Subscribed and sworn to before me this
12th day of March, 2013



KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 7/28/16
01116190619

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **\$12,008.29** for undertaking the legal defense of:

Keith Bowen, Justice Butler, Childs E. Dennis, Kemal Fletcher, Tyrell L. Harper, Damin Kelly, Wernel Martinez, Samuel D. Monroe, Charles Nieves, Mark Smith, David Ortega, Jeremias Santiago, Junaun Simmons and Michael J. Wagner, being inmates of the State of New York

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

65.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

March 13, 2013

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

FN 20 13 - 128

PUBLIC SAFETY

WAYS & MEANS



Honorable Members:

I have been informed by my Director of Emergency Services that his department has received \$257,229 from New York State 911 fund. These funds are distributed each year by New York State to help improve the infrastructure of the 911 system. The Director has earmarked \$86,000 of this funding to be used to pay for an aerial mapping that needs to be done.

The additional funds are also going to be used for other improvements that are currently in the developmental stage. Again, I would like to reiterate these funds have already been received by the County and are available to fund this Pictometry contract and other necessary improvements to the 911 system but it is necessary to amend the current capital project.

I therefore request your Board approval for to amendment **Capital Project H-340 – Emergency Services – E – 911 Cell Phone Enhancements:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
State Aid	\$ 2,392,476.	+ \$ 257,229.	\$ 2,649,705.
TOTAL:.....	\$ 2,392,476.	+ \$ 257,229.	\$ 2,649,705.

Respectfully submitted,


Anthony J. Picente, Jr.
County Executive

Attach.

- CC: County Attorney
- Comptroller
- Budget Director
- Dir. Of Emergency Services

66.



ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente, Jr., County Executive
120 Base Rd. Oriskany, NY 13424

Kevin W. Revere, Director
(315) 765-2526 Fax (315) 765-2529

February 12, 2013

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

FN 20 13 - 129 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

PUBLIC SAFETY

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

WAYS & MEANS

Date 3/19/13

Dear County Executive Picente,

Changes in emergency communications technology have challenged our operations like never before. The ability to keep up with technical advances is an ever-growing problem, given the mobility of society and their reliance on mobile communication devices. Also true are the changes to emergency responder communications that are constantly evolving.

Counties to our west (Onondaga, Madison, Cayuga, Oswego, Cortland) have formed a consortium of emergency communications centers. I'm told Lewis and Jefferson are in the process of becoming a part of the consortium also. Their goal is to exchange information and to share equipment, tower space and maintenance costs. Although Oneida County currently has a patchwork of unlike radio systems, coverage issues are not as critical as was the case for some of those counties who had to upgrade their antiquated systems. We still have to look to the future and plan for the inevitability that our current systems will eventually no longer be supported.

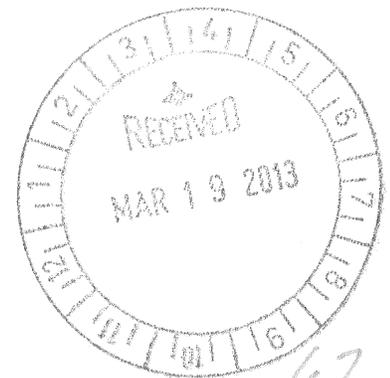
I request that we join the Central New York Interoperable Communications Consortium in an effort to hear new ideas, gain insight into communication developments and share resources. Standard practice is that the legislature from each county pass a resolution endorsing our membership as a sign of the county's commitment to provide the best emergency communications possible and work jointly with our neighbors on matters of mutual interest. Please note that there is no financial obligation to Oneida County and there are no immediate plans to change our radio systems.

I've included information of the consortium for you review along with a draft resolution that was provided by a member county. If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere

Kevin W. Revere
Director



67

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
Lacy J. Redwine
William J. Barry III

FN 20 13-130

PUBLIC SAFETY

WAYS & MEANS
March 15, 2013



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

Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office, for the Child Advocacy Center, in the amount of \$5,000.00. The grant period is from October 1, 2012 through September 30, 2013. Matching funds are not required.

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

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

Thank you for your time and assistance in this matter.

Sincerely,

Scott D. McNamara
Oneida County District Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

68

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

Oneida County District Attorney/Child Advocacy Center

Title of Activity or Service:

Legislative Initiatives

Proposed Dates of Operation:

10/01/12 – 09/30/13

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

Funds will be used to purchase equipment to enhance services that assist child sexual abuse victims in Oneida County.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$5,000.00

Account #:

A2703

A6011.49537

Oneida County Dept. Funding Recommendation:

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

\$5,000.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

Office of the Sheriff

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens



County of Oneida

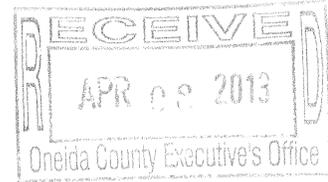
Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

April 4, 2013

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

FN 20 13 - 131



PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

The Sheriff's office performs background checks on prospective pistol permit holders and any new employees. These background checks are paid in full by those requesting permits and any new hires. For 2013, the Sheriff's office has experienced an explosion in demand for this service and is looking for doubled explosion in the next couple months. Also, with the new LEADS Program starting, there will be an increased volume of applications from the Second Hand Thrift Shops. Therefore, I am requesting the following 2013 supplemental appropriation:

To:	<u>Amount</u>
A3110.1965 Fingerprint Processing	\$20,000.00

This supplemental appropriation will be fully supported by revenue account:

	<u>Amount</u>
A2376 Fingerprint Processing Fees	\$20,000.00

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

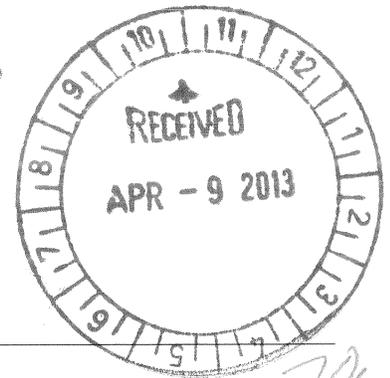
Sincerely,

Robert M. Maciol,
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13



Cc: Tom Keeler, Budget Director

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

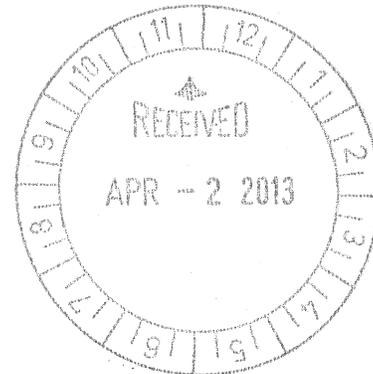
FN 20 13 - 132

March 22, 2013

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/Office of Continuing Care and the Resource Center for Independent Living, Inc., for your review and approval.

This agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total of this agreement is \$110,750.00, with 75% State (\$83,063.00) and 25% (\$27,687.00) County funds with no increase in County dollars.

This contract will commence January 1, 2013 and terminate December 31, 2013.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/gb
Enc.

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

Anthony J. Picente, Jr.
County Executive
Date: 3/28/13

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

Name of Proposing Organization: Resource Center for Independent Living, Inc.
Type of Activity or Service: Social Adult Day Care
Proposed Dates of Operation: January 1, 2013 – December 31, 2013
Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1. Narrative Description of Proposed Services

- Social Model Adult Day Services is a structured five-hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, needing assistance in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and/or psycho-social impairment. Services include a noon meal and transportation to and from the program.

2. Program/ Service Objectives and Outcomes

- To provide 5-hour per weekday adult day care programming.
- To provide noon meal and transportation.
- To provide services that includes socialization, supervision and monitoring, personal care, nutrition, and other appropriate activities.
- To provide maintenance and enhancement of daily living skills, caregiver assistance, and transportation.

3. Program Design and Staffing Level

- Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Oneida County Department Funding Recommendations: \$60.00 / Day

Proposed Funding Source (Federal/State/County): \$110,750.00 – Account # A6772.495116
Federal: \$0.00 State: 75% (\$83,063.00) County: 25% (\$27,687.00)

Cost per Client Served: \$60.00 per client per five hour day

Past Performance Data: The Resource Center for Independent Living, Inc. has provided a quality social adult day since 1984.

Oneida County Department Staff comments: RFP conducted in 2011. Contractor monitored regularly for compliance. The agency meets all Federal, State, and local program standards set forth by NSOFA and Oneida County OFA/OCC.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

January 31, 2013

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

FN 20 13 - 133

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

C-027930

Attached are five (5) copies of a contract between Oneida County through its Health Department and the New York State Department of Health for the provision of reimbursement to Oneida County for rabies expenses.

The Oneida County Health Department – Environmental Health is responsible for monitoring diseases that animals may transmit to humans. Since rabies is invariably fatal, this contract allows the Health Department to treat post exposure, specimen collection, pet vaccination and education and prevention activities. This is a multi-year contract from April 1, 2012 through March 31, 2017 with total five year reimbursement to Oneida County in the amount of \$155,493.70.

Contract year April 1, 2012 through March 31, 2013	
April 1, 2013 through April 1, 2014	
April 1, 2014 through March 31, 2015	
April 1, 2015 through March 31, 2016	
April 1, 2016 through March 31, 2017	\$31,098.74

This is a program mandated by Public Health Law.

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

Sincerely,

Patrice A. Bogan, MS, FNP
Interim Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive

Date 3/19/13

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health C-027930

NAME AND ADDRESS OF VENDOR: Bureau of Communicable Disease Control
New York State Department of Health
Corning Tower, Empire State Plaza, Room 651
Albany, New York 12237

VENDOR CONTACT PERSON: Renee Lund-Feisthamel, Health Program Administrator

SUMMARY STATEMENTS: The Environmental Health Division is responsible for monitoring diseases that animals may transmit to humans. Rabies, which is invariably fatal, is the most significant of these diseases. This contract will allow the Health Department to treat human post exposure, specimen collection, pet vaccination and education and prevention activities.

INITIAL START DATE OF FIVE YEAR CONTRACT: April 1, 2012 through March 31, 2017 in the amount of \$155,493.70 Yearly renewal is \$31,098.74

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

FUNDING SOURCE: A4018 A3401.05 1 \$155,493.70

Less Revenues: _____
State Funds: _____ \$31,098.74 for April 1, 2012 through March 31, 2013

County Dollars – Previous Contract -0-
County Dollars – This Contract - -0-

- 1 Five year grant period from April 1, 2012 through March 31, 2017
- April 1, 2012 through March 31, 2013 \$31,098.74
- April 1, 2013 through March 31, 2014 \$31,098.74
- April 1, 2014 through March 31, 2015 \$31,098.74
- April 1, 2015 through March 31, 2016 \$31,098.74
- April 1, 2016 through March 31, 2017 \$31,098.74

SIGNATURE: Patrice A. Bogan, MS, FNP Interim Director of Health
DATE: January 28, 2013

Contract Reviewed By: _____
Nichole M. Hinman, Esq.
Assistant County Attorney

Date: _____

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

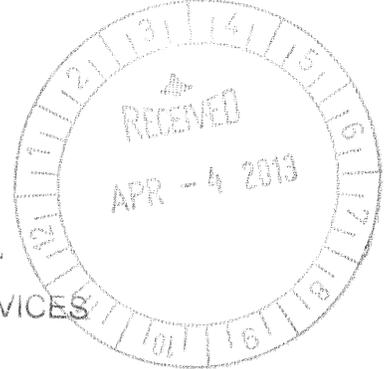
PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

March 12, 2013

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



FN 20 13-134

HEALTH & HUMAN SERVICES
Re: C-026522-2

Dear Mr. Picente:

Attached are five (5) copies of an amendment between Oneida County through its Health Department – Lead Poisoning Prevention Program and The New York State Department of Health.

Grant funds will be used to support enhanced local efforts to reduce the prevalence of elevated blood lead levels in children birth to 18 years through the implementation of a comprehensive lead poisoning prevention program which includes public and professional outreach and education; collaboration with local health care providers for screening/testing, diagnostic evaluation, medical management, environmental interventions, and coordination of services for all children less than 18 years with elevated blood lead levels; and primary prevention activities.

The term of this amendment shall become effective October 1, 2012 and remain in effect through September 30, 2013 in the amount of \$204,807. This will result in new amended contract of \$555,701 from October 1, 2010 through September 30, 2013. This amendment is 100% funded by the New York State Department of Health and is mandated by Public Health Law.

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

Feel free to contact me should you require additional information.

Sincerely,

Patrice A. Bogan, MS, FNP
Interim Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 4/4/13

Oneida County Department: Public Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

NAME AND ADDRESS OF VENDOR: Pat Burl, Health Program Administrator
New York State Department of Health
Center for Environmental Health
ESP, Corning Tower, Room 1619
Albany, New York 12237

C-026522-2

SUMMARY STATEMENT: Grant funds will be used to support enhanced local efforts to reduce the prevalence of elevated blood lead levels in children birth to 18 years through the implementation of a comprehensive lead poisoning prevention program which includes public and professional outreach and education; collaboration with local health care providers for screening/testing, diagnostic evaluation, medical management, environmental interventions, and coordination of services for all children less than 18 years with elevated blood lead levels; and primary prevention activities.

DATES OF OPERATION: October 1, 2012 to September 30, 2013

TOTAL FUNDING REQUESTED: \$204,807

NEW RENEWAL X AMENDMENT APPLICATION

FUNDING SOURCE: (Federal \$ - State \$ - County \$): 100% State Funding

PAST PERFORMANCE DATA: October 1, 2010 to September 30, 2011 \$146,087
October 1, 2011 to September 30, 2012 \$204,807
October 1, 2012 to September 30, 2013 \$204,807

O.C. DEPARTMENT STAFF COMMENTS: This is a multi-year term contract from October 1, 2010 to September 30, 2015.

Expense Account: A4015

Revenue Account: A3451

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

March 27, 2013

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

FN 20 13-135 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES
WAYS & MEANS
Date 4/4/13

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County and the New York State Department of Health.

As you are aware, effective April 1, 2013 and pursuant to amendments made to Section 2557 by Chapter 56 of the Laws of 2012, the New York State Department of Health is authorized to contract with a fiscal agent for the fiscal management and payment of early intervention claims. Commencing on April 1, 2013, the Department and/or its fiscal agent will assume responsibility for fiscal management and payment of early intervention claims, including assisting providers in claims submission and adjudication to third party payers, and managing municipal payments owed to providers for services not reimbursed by third party payers to the extent that the municipality has transmitted sufficient funds to the Department's escrow account being established for this purpose. This agreement has been developed to initiate the transmittal of funds to said escrow account for the payment of Early Intervention services by the New York State Fiscal Agent.

Additionally, the New York State Department of Health has calculated the amount due for the first deposit. It has been determined that the amount of funds for the first deposit should be calculated as one-twelfth (1/12) of the total expenditures approved by the municipality for early intervention services in the most recent year for which complete claiming data are available, less the amount of approved costs by third party payors, including commercial insurance and Medicaid or \$70,320.65. Claiming data for calendar year 2010 was used for purposes of this calculation.

We respectfully request attached to be forwarded to the Oneida County Board of Legislators.

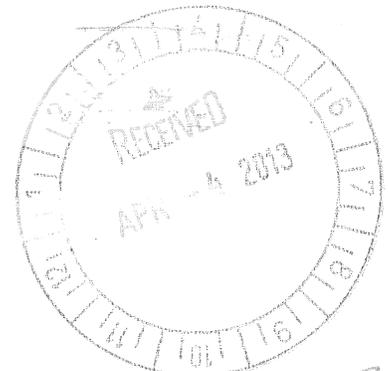
Please feel free to contact me should you require further information.

Sincerely,



Patrice A. Bogan, MS, FNP
Interim Director of Health

attachments
ry



77.

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

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: Gary Rinaldi
Bureau of Early Intervention
Room 287 Corning Tower Building
Empire State Plaza
Albany, New York 12237-0660

SUMMARY STATEMENT: Pursuant to amendments made to Section 2557 by Chapter 56 of the Laws of 2012, the New York State Department of Health is authorized to contract with a fiscal agent for the fiscal management and payment of early intervention claims. Commencing on April 1, 2013, the Department and/or its fiscal agent will assume responsibility for fiscal management and payment of early intervention claims, including assisting providers in claims submission and adjudication to third party payers, and managing municipal payments owed to providers for services not reimbursed by third party payers to the extent that the municipality has transmitted sufficient funds to the Department's escrow account being established for this purpose. This agreement has been developed to initiate the transmittal of funds to said escrow account for the payment of Early Intervention services by the New York State Fiscal Agent.

DATES OF OPERATION: April 1, 2013

 X NEW RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: N/A

PAST PERFORMANCE: N/A

ONEIDA COUNTY DEPARTMENT STAFF COMMENTS: New York State Department of Health has calculated the amount due for the first deposit. It has been determined that the amount of funds for the first deposit should be calculated as one-twelfth (1/12) of the total expenditures approved by the municipality for early intervention services in the most recent year for which complete claiming data are available, less the amount of approved costs by third party payers, including commercial insurance and Medicaid or \$70,320.65. Claiming data for calendar year 2010 was used for purposes of this calculation.

Expense Account: A2970.495115

Escrow Account: TBD



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

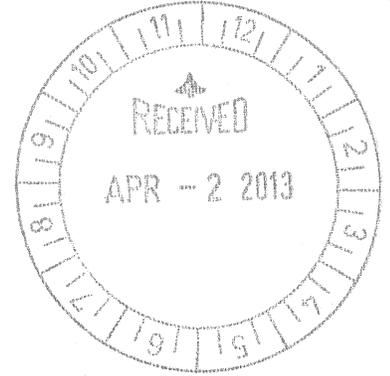
Linda M. Nelson, *Commissioner*



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March 18, 2013

FN 20 13-136



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Upstate Cerebral Palsy, for your review and signature.

The gross amount of the Amended 2013 Agreement is **\$765,891.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Linda M. Nelson
Commissioner

LMN/mb
Encs.

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

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

Date 3/28/13

79.

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Upstate Cerebral Palsy, Inc.

Title of Proposed Service/Program:
Psychosocial Clubhouse
Supported Housing
Supported Housing Case Management
MICA/Dual Recovery Network
Assisted Competitive Employment
Ongoing Integrated Supported Employment
Advocacy

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Individuals with disabilities and special needs. These include persons with mental illness, developmental disabilities, and those individuals and families demonstrating “at risk” characteristics.

Summary Statements:

I. Narrative Description of Service/Program:

A. PSYCHOSOCIAL CLUBHOUSE(OMH) (0770) (\$524)

The Psychosocial Club works with individuals diagnosed with a major mental illness and functional deficits in the general life areas of socializing, employment and/or education and living environments.

B.SUPPORTED HOUSING/SUPPORTED HOUSING CASE MANAGEMENT (OMH) (6050) (\$215, 423); (6060) (\$109,856)

Supported Housing services assist consumers in locating and securing mainstream (generic) housing of their choice and accessing the supports necessary to live successfully in the community.

- (6050)Financial assistance for security deposits, and purchasing furniture.
- (6060)Assistance in choosing housing, negotiating leases; resolving issues between the landlord and the recipient, and assistance in daily living skill development and linkage with a comprehensive community support system of case management, mental health, rehabilitation, respite, social, employment and health supports.

C. MICA/DUAL RECOVERY NETWORK (OMH) (5990) (\$197,793)

Assists the homeless, severely and persistently mentally ill, with a co-diagnosis of substance abuse, to live successfully in the community.

D. ASSISTED COMPETITIVE EMPLOYMENT (ACE) (OMH) (1380) (\$15,032)

Temporary, short-term supports to individuals interested in returning to the workforce. The program assists recipients in finding satisfying work in the competitive job market. Job placement is considered successful after an individual is in the job for a period of 90-days.

E.ONGOING INTERGRATED SUPPORTED EMPLOYMENT (OISE) (OMH) (4340) (\$21,380)

OISE supports individuals by providing competitive employment in integrated community settings. Supports include on-site coaching, employer consultation, intervention and any other relevant supports needed to assist an individual in maintaining his/her job placement. This service is continued for as long as the individual is employed.

F.ADVOCACY (OMH) (1760) (\$205,884)

Advocacy services are individualized and available 24 hours a day, 7 days a week. Advocacy includes linkage to mental health legal services or access to peer services. Advocacy may also promote the purchase of services and household items, including furniture.

II. Service/Program Objectives and Outcomes:

Areas of performance measurement will include:

- Timely services.
- Symptom reduction/improved clinical functioning
- Engagement, i.e. ↓ No Show rate

III. Service/Program Design and Staffing:

The NYS Office of Mental Health (OMH), in conjunction with the NYS Department of Education through its Bureau of Vocational and Educational Services to Individuals with Disabilities (ACCES-VR), certify all programs, as applicable.

Total Funding Requested:

Account #: A4310.49517

Gross Budget	\$765,892.00
Revenues (All Sources)	0
Net Amount	\$765,892.00
Federal Funds	0
State Funds OMH	\$765,892.00
OPWDD	0
OASAS	0
County Funds	0
Other	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$765,892.00 be approved for 2013.

Service Units N/A

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

State Aid only	\$765,892.00
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Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



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FN 20 13 - 137

HEALTH & HUMAN SERVICES



March 18, 2013

WAYS & MEANS

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Insight House Chemical Dependency Services, Inc., for your review and signature.

The gross amount of this Agreement is **\$1,512,612.00. \$36,000.00 Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Linda M. Nelson
Commissioner

LMN/mb
Encs.

Reviewed and Approved for submission to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
County Executive
Date: 3/25/13

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Insight House Chemical Dependency Services, Inc.

Title of Proposed Service/Program: OP Chemical Dependence Clinic Treatment
Intensive Residential Treatment
Substance Abuse School-Based Prevention

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Individuals with an alcohol and/or substance abuse or dependency problem, and their families

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, Insight House agrees to provide the following services and related programs:

(A) MEDICALLY SUPERVISED OUTPATIENT CHEMICAL DEPENDENCE TREATMENT CLINIC (OASAS) (3520) (\$454,423)

The intended purpose of this program is to provide professional, confidential chemical dependency treatment to individuals striving to achieve and maintain a sober lifestyle, and their family members. Individualized, evidenced-based services are provided in a clinic-like setting and address a cohort ranging from adolescents to seniors.

The clinic offers evaluation/assessment services; referral; individual, family and group counseling; and discharge aftercare planning. Treatment modalities are tailored to meet the needs of those in the early stage of abuse or dependency, or as a step-down from a higher level of care. Recovery options are offered for unique populations, including women and persons with criminal justice issues, with particular attention being paid to the integration of care for individuals diagnosed with a co-occurring disorder that includes both substance abuse and mental illness,

(B) CHEMICAL DEPENDENCE INTENSIVE RESIDENTIAL SERVICES (OASAS) (3560) (\$904,025)

The Residential Program is a certified 44-bed service that provides a voluntary, drug-free setting, which supports and reinforces abstinence from alcohol and/or other drugs. This program component involves a highly-intensive level of care suitable for men and women who are experiencing dysfunction in multiple life areas and who require a structured living arrangement

during treatment. Individuals can be admitted to this program with a primary alcohol or drug diagnosis. The average length of stay is six months and may vary dependent upon the treatment needs of the resident. A minimum of 40 hours per week of clinical services is provided within this controlled therapeutic environment to help meet the individual needs of those in the more advanced stages of abuse or dependency. Additional skill training is provided in the following areas: vocational and educational, life, parenting, community living, personal hygiene/care, and socialization and leisure activities.

**(D) SUBSTANCE ABUSE SCHOOL-BASED PREVENTION SERVICES (OASAS)
(5520) (\$12,757); (5550) (\$105,407)**

Insight House offers Chemical Dependency Prevention Services and utilizes a school base format to employ model, non-model and Evidence Based programs on three levels universal, selected, and indicated. Each subgroup will have specific issues addressed based on need. The needs can be identified through family, school personnel, or self-referrals. Insight House is currently in 9 Districts for 2012-2013 schools with the availability of an on-site resource designated to specifically address student's individual needs for addiction prevention issues.

The Prevention Outreach Team meets weekly not only to discuss current prevention and school-wide issues with individual students, but also to plan and monitor community prevention education. Case review focuses on the different students referred to and receiving services through the prevention department. During this time, different prevention and intervention strategies are discussed in the effort to render the most appropriate level of services to be provided to our students. Community and environmental strategies are focused on changing the culture in our community through public service announcements and a monthly newsletter.

Prevention counselors are trained to provide the entire faculty with annual or semi-annual updates as to the current trends and signs/symptoms of local drug/alcohol use/abuse. On the same token, Insight House provides free parent forums, which focus on different topics that increase awareness in the home. Prevention counselors are also available to provide student assembly or classroom presentations on different topics.

II. Service/Program Objectives and Outcomes:

All services and programs offered by Insight House are designed to provide education and treatment of problems related to chemical abuse and dependency.

Performance indicators measured through the OASAS Integrated Program Monitoring & Evaluation System (IPMES) include:

- Targeted Units of Service Delivered
- Units of Service per FTE Direct care Staff
- Discontinued Use of Substance
- Maintained FT or Improved Employment-Related Status
- 1, 3 & 6-Month Retention Rates
- Individuals Completing Program Referred
- % Reduction in 6-Month Arrests
- Counseling Sessions per FTE Counselor per Week
- Group to Individual Counseling Ratio
- Patient to Primary Counselor Ratio

III. Service/Program Design and Staffing:

All services and programs are certified by the NYS Office of Alcoholism and Substance Abuse Services (OASAS) and thus are directed to meet minimum staffing requirements.

Total Funding Requested:

Account #: A4310.49515

Gross Budget	\$1,512,612.00
Net Amount	\$1,512,612.00
OASAS State Funds	\$1,476,612.00
County Funds	\$ 36,000.00

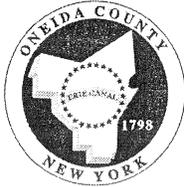
Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$1,512,612.00 be approved for 2013.

Service Units: (N/A)

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

OASAS State	\$1,476,612.00
County	\$ 36,000.00



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



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FN 20 13-138

March 18, 2013

HEALTH & HUMAN SERVICES

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

Anthony J. Picente, Jr.
County Executive
3/25/13

WAYS & MEANS

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and The Rescue Mission of Utica, New York, for your review and signature.

The gross amount of the Amended 2012 Agreement is **\$1,122,809.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Linda M. Nelson
Commissioner

LMN/mb
Encs.



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**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: The Rescue Mission of Utica, New York

Title of Proposed Service/Program: Enriched Single Room Occupancy
Addictions Crisis Center

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Adult individuals in need of supervised housing for mental health rehabilitation; adults with a serious mental illness and co-occurring substance abuse disorder in need of residential care and treatment

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, The Rescue Mission of Utica, Inc. will provide the following services and related programs:

(A) Enriched Single Room Occupancy (ESRO) Program (OMH) (\$334,870)

Enriched Single Room Occupancy which is also known as the Enriched Living Center (ELC) The ESRO is a NYS Office of Mental Health (OMH) licensed, 52-bed single room residential program for adults diagnosed with mental illness. It promotes individual recovery and independent functioning based upon the principles of Psychiatric Rehabilitation. Staff are available on site 24 hours per day, 7 days per week.

Major services provided on site or made available in the community include:

- Medication Management
- Transportation to medical appts.
- Health Care
- Phlebotomist Services
- Pharmacy Services
- Social/Recreational Activities
- Rep. Payee Services
- Crisis Intervention
- Education & Behavioral Counseling
- Case Management
- Adult Day Care
- Employment Services, e.g. VEDID, CABVI

(B) Addictions Crisis Center (ACC) (OASAS) (\$787,939)

The Addiction Crisis center provides screening, assessment, treatment and linking services in a structured, supervised setting at its for persons with a dual diagnosis of mental illness and substance abuse. Staff are available on site 24 hours per day, 7 days per week. The program utilizes a “medical model” of recovery, which incorporates a bio-psycho-social-spiritual methodology. Motivational interviewing and counseling are at the foundation of any services offered. ACC is an entry point to change and employs every means available to motivate the individual towards independence.

II. Service/Program Objectives and Outcomes:

The primary objective of the ESRO Program is to help individuals maintain their psychiatric stability and enable them to learn or relearn the skills necessary to move toward a less restrictive living arrangement in the community. The Addictions Crisis Center works to assist acutely and severely intoxicated individuals to achieve sobriety and return to productive functioning in the community with needed supports in place.

Performance outcome measures will include:

ESRO

Medication – Effectiveness & Safety

- Successful completion of self-medication program within 12 months

Documentation – Continuity & Competence

- Discharge goals reflected on all Service Plans

ACC

Utilization Rate

Linking to services

III. Service/Program Design and Staffing:

The ESRO and ACC Programs adhere to all rules and regulations as certified through the NYS Office of Mental Health (OMH) and Office of Alcoholism and Substance Abuse Services (OASAS), respectively.

Total Funding Requested:

Account #: A4310.49522

Gross Budget		\$1,122,809.00
Net Amount		\$1,122,809.00
State Funds	OMH	\$ 334,870.00
	OASAS	\$ 787,939.00
County Funds		0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$1,122,809.00 be approved for 2013.

Cost Per Person Served: (N/A)

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

State Aid only	\$1,122,809.00
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Anthony J. Picente, Jr., *County Executive*

Linda M. Nelson, *Commissioner*



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FN 20 13-139

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

3/25/13

March 18, 2013

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Resource Center for Independent Living for your review and signature.

The gross amount of this Agreement is **\$320,837.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Linda M. Nelson

Commissioner

LMN/mb

Encs.



89.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Resource Center for Independent Living, Inc.

Title of Proposed Service/Program: Service Dollars ICM Management Services
C&Y Intensive Case Management
Case Management Emergency & Non-Emergency Services
Ongoing Integrated Supported Employment (OISE)
Assisted Competitive Employment (ACE)

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Adults with a serious and persistent mental illness and children with a serious emotional disturbance or severe behavioral disorder. The work programs are directed toward individuals with barriers to employment, including mental health and other disabilities.

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, the Resource Center for Independent Living (RCIL) will provide the following services and related programs:

A. ICM Management Services (OMH) (2810) (\$31,970)

The main goal of the service is to provide fiscal management to the entire Oneida County Intensive Case Management (ICM) Program. Services include fiscal record-keeping, bookkeeping, check processing, audit and evaluation. RCIL guarantees a one-week turnaround for all bills and can handle emergency expenses on the spot. RCIL provides quarterly reports, CFR, staff evaluation and an outside fiscal audit performed by Certified Public Accountants. RCIL continues to demonstrate a quality administrative capacity and a high level of reliability in performing these services.

B. Intensive Case Management Children and Youth Services (OMH) (1810) (\$17,856)

Intensive Case Management (ICM) services operate under a fidelity structure defined in 18 NYCRR, Section 505, and a memorandum of understanding between OMH and the NYS Department of Health. Consumer activities are aimed at linking the Consumer to service systems and coordinating various services to achieve successful outcomes. The objective of case management in a mental health system is to offer continuity of care and support. Services may include linking, monitoring, and case-specific advocacy.

The main goal of Intensive Case Management is to decrease admission to mental health institutions through the individual development of independent living skills and improvement in coping abilities. These skills are critical to achieve and maintain employment. Consumers and their families are the focal point of the treatment team. Services are delivered from an independent living perspective, are consumer driven, community based, and rely on natural supports and generic services as much as possible. Nearly all services take place in the community. It is the exception rather than the rule when a consumer has to visit an office.

C. Intensive Case Management/Supportive Case Management/Blended Case Management Emergency & Non-Emergency (OMH) (1910) (\$156,582)

Intensive Case Management/Supportive Case Management/Blended Case Management Emergency & Non-Emergency services are consistent with an individual treatment plan, are designed to be flexible, and are responsive to current individual needs. This includes emergency services, both immediate and non-immediate. Emergency dollars are designated to meet immediate basic needs of the consumer, including: transportation, medical/dental care, shelter/respite/hotel, food/meals, clothing, escort, and other. Consumers may also use service dollars to fund household furnishings, utilities, tuition, job-related costs, job coaching, education, vocational services, leisure time services, and others as needed.

D. Ongoing Integrated Supported Employment (OISE) (OMH) (4340) (\$59,304)

These funds are intended for ongoing job maintenance services including job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement. These services are intended to complement VESID time-limited supported employment services.

The program supports consumers to achieve employment by providing vocational service coordination to individuals with a primary diagnosis of mental illness who are seeking employment.

Services are designed to identify problems before they become a crisis, which often results in termination of employment. By using an individual, holistic approach to services, persons will have access to assistance in the following areas:

- Staff works closely with the individual, mental health service providers, and other community service providers to develop comprehensive approach to support each individual. Issues such as independent living, housing, benefit advisement, and securing transportation and child care are addressed through this program.
- Recognizing the need to support each individual, RCIL will provide support and work with individuals and mental health professionals to identify non-traditional supports available in the community for reducing stress, coping with the challenges of a new job, and balancing family and work.

E. Assisted Competitive Employment (ACE) (OMH) (1380) (\$55,125)

Assisted Competitive Employment adopts a vocational service coordination model to ensure a seamless array of services is available to program participants. This model will ensure consumers have the supports they need in all areas of their life to be successful in employment. The objective of this program is to assist individuals in choosing, finding and maintaining satisfying jobs in the competitive employment market at minimum wage or higher. Assisted Competitive Employment provides consumers with job-specific skills training, as well as long-term supervision and support services, both at the work site and off-site as needed.

Assisted Competitive Employment supports consumers to achieve and maintain employment by providing supportive employment services in a vocational case management model to persons with a primary diagnosis of mental illness.

Consumers of Assisted Competitive Employment receive personalized, follow-along support services critical to meeting their needs. Ongoing support services are designed to identify problems before they become a crisis, which often results in termination of employment. By using a person-centered, holistic approach, individuals will receive assistance in the following areas:

- Each participant will receive a minimum of two contacts per month by employment staff. Contacts will be used to identify and address and redress all employer and/or employee concerns, monitor progress in relation to meeting job requirements, determine the impact of work environment, and monitor integration into work culture.
- Recognizing the need to support each individual holistically, RCIL coordinates benefits counseling, advocacy, assistance with housing, and the activities of daily living. This ensures a full spectrum of supports is realized in order to ensure successful attainment of vocational goals.

II. Service/Program Objectives and Outcomes:

The primary objective of all ICM services and programs is to enable those individuals served to meet their basic needs, learn community skills and achieve their highest level of independent functioning. As work is an integral part of recovery, the agency’s employment programs afford persons with a serious mental disorder the opportunity to enter or re-enter the competitive job market. A comprehensive approach to employment planning and service delivery is utilized. Services include on and off-the-job training, independent living skills training and job retention support.

Proposed performance measurements for 2011 include:

OISE – Employment is maintained as a result of receiving support services.

ACE – Program staff work with participants to find viable job leads to pursue.

ICM – Clients maintain personal stability.

– Emergency/Urgent & Routine requests for service \$ are processed within established timeframes.

III. Service/Program Design and Staffing:

The NYS Office of Mental Health (OMH) regulates and certifies all services and related programs in conjunction with the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (VESID).

Total Funding Requested:

Account #: A4310.49525

Gross Budget		\$320,837.00
Revenues (All Sources)		0
Net Amount		\$320,837.00
Federal Funds		0
State Funds	OMH	\$320,837.00
	OPWDD	0
	OASAS	0
County Funds		0



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



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FN 20 13-140

HEALTH & HUMAN SERVICES

March 18, 2013

WAYS & MEANS

Forwarded and Approved for signature
Oneida County Board of Legislators

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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 3/25/13

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Catholic Charities of the Roman Catholic Diocese of Syracuse, NY, for your review and signature.

The gross amount of this Agreement is **\$1,395,120.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Linda M. Nelson
Commissioner

LMN/mb
Encs.

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Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Catholic Charities of the Roman Catholic Diocese of Syracuse, NY

Title of Proposed Service/Program: Emergency/Crisis Services
Social Recreation/Psychosocial Club
Transportation
Supported Housing- Rental Stipends
Supported Housing Assistance
Residential Services

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Adults with a serious and persistent mental illness; and individuals who are alcohol dependent and require a structured living environment

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, Catholic Charities will provide the following services and related programs:

- A. Service: Emergency/Crisis Services (OMH) (2680) (\$174,480)
Program: Mobile Crisis Assessment Team (MCAT)

Catholic Charities provides staffing for the Mobile Crisis Assessment Team (MCAT) which is administered by the Neighborhood Center of Utica NY, Inc. The program is operational 24 hours/day, 7 days/week and provides crisis intervention/diffusion for individuals experiencing emotional or psychiatric crisis in Oneida County. MCAT coordinates services with inpatient and outpatient mental health providers, law enforcement and other community programs. MCAT is a safety net service that allows individuals who are experiencing an exacerbation of their symptoms to contact a professional to provide support and guide them in the appropriate direction.

- B. Service: Social Recreation (OMH) (0770) (\$87,395)
Program: Psychosocial Club

Social Recreation is provided via a psychosocial club format primarily on evenings and weekends. This program serves all adults meeting OMH criteria for serious and persistent mental illness with the goal of assisting them to develop or re-establish a positive sense of self-esteem, group affiliation and normative community integration. A broad selection of activities and

events is offered, and communicated to clients via a monthly calendar, to help meet their diverse needs, skills and ability levels. Most of these activities are offered in the community to encourage integration.

C. Service/Program: Transportation (OMH) (0670) (\$87,515)

The Transportation Program provides curb-to-curb transportation services to individuals meeting OMH criteria for serious and persistent mental illness to attend a variety of local mental health programs. The transportation service is also made available for individuals in the Social Recreation Program.

D1 Service/Program: Residential Services -OMH Supported Housing (OMH) (6050) (\$255,499);(#6060) (\$317,154)

OMH Supported Housing includes Regular Supported Housing and Long Stay Supported Housing. The primary goal of the Supported Housing Program is to enhance the quality of life for seriously and persistently mentally ill adults ages 18 and over, who find themselves homeless at risk of becoming homeless or in a substandard housing environment. The target populations include those adults who are high users of emergency departments and/or Medicaid, and the Long Stay Supported Housing Program includes those patients with a history of lengthy inpatient stays at the State Psychiatric Hospitals, the MVPC's Transitional Living Program and/or the MVPC State Operated Community Residence Program. The Supported Housing Program is part of the Continuum of Care in Residential Services. It provides individuals who have been successful in the more structured residential settings the opportunity to maintain their own living arrangement with financial assistance, as needed. Individuals in this program have their own lease with a landlord and are responsible for their own living arrangement, all of which affords them a greater sense of independence and self-sufficiency. Additionally, a time-limited, fully equipped *Transitional Apartment* site is available to individuals who meet program criteria.

OMH Supported Housing Program services include either:

a) One-time financial assistance is provided to eligible individuals to meet costs associated with establishing and maintaining a residence in the community, i.e., security deposits, furnishings and/or any other needs essential to setting up a household, such as utilities, telephone, installation fees, etc.

and/ or

b) On-going rental stipends are provided. The term of a rental stipend is based upon the consumer's acquisition of funding from HUD Section 8 Housing.

D2. Service: Residential Services: a) Rutger Street- (OASAS) (3570) (\$244,761)
b) Women's House (OASAS) (3570) (\$228,317)

Program: OASAS-Certified Chemical Dependency Community Residence
The Rutger Chemical Dependency Halfway House, located at 1505 Whitesboro Street in Utica, is *for men only*. The Women's Chemical Dependency Halfway House, *for women only*, is located at 1616 Genesee Street, Utica. Both are 16-bed supervised community residences, which operate 24 hours/day, 7 days/week, and 52 weeks/year. The generic program is designed to

assist residents in expanding competencies required for successful independent living and continued recovery. Services provided include: Case Management; Service Plan Development; Training in activities of daily living; Supportive Counseling; Information & Referral to Community Services; Financial Management; Assistance in obtaining permanent housing as a planned discharge; and Instruction, Support and Referral focused upon continued education, training and employment.

II. Service/Program Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives. Performance measures currently in place will be continued for 2013, including:

- Bed utilization/occupancy
- Safety
- Increased enrollment
- Consumer satisfaction

III. Service/Program Design and Staffing:

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of the Budget (DOB). Additionally, the NYS Office of Alcoholism and Substance Abuse Services (OASAS) certify the Chemical Dependency Community Residence programs.

Total Funding Requested:

Account #: A4310.49523

Gross Budget		\$1,395,121.00
Revenues (All Sources)		0
Net Amount		\$1,395,121.00
State Funds	OMH	\$ 922,043.00
	OPWDD	0
	OASAS	\$ 473,078.00
County Funds		\$ 0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$1,395,121.00 be approved for 2013.

Service Units: (N/A)

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

State Aid only	\$1,395,121.00
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Anthony J. Picente, Jr., *County Executive*

Linda M. Nelson, *Commissioner*



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FN 20 13 - 1411

HEALTH & HUMAN SERVICES

March 18, 2013

WAYS & MEANS

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

Approved for submission to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
County Executive
Date: 3/25/13

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and The Neighborhood Center, Inc., for your review and signature.

The gross amount of the Amended 2012 Agreement is **\$1,598,086.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Linda M. Nelson
Commissioner

LMN/mb
Encs.



98.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: The Neighborhood Center, Inc.

Title of Proposed Service/Program:

Emergency/Crisis Services
Psychosocial Club-ARS
Supportive Case Management
Supportive Case Management Service Dollars
Assisted Competitive Employment (ACE)
Outreach
Advocacy

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Children and youth with a serious emotional disturbance; adults with a serious and persistent mental illness.

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, The Neighborhood Center will provide the following services and related programs:

A. MOBILE CRISIS ASSESSMENT TEAM (MCAT) (OMH) (2680) (\$671,345)

The Mobile Crisis Assessment Team provides emergency/crisis psychiatric services for persons living in Oneida and Herkimer Counties. MCAT provides psychiatric crisis assessment and intervention services 24 hours a day, 7 days a week. The mobile unit assesses risk of harm to self or others, factors that led to the crisis, and the level of treatment support services needed. Consistent with the principles of best practice, the MCAT team provides service in the client's own environment whenever possible. By conducting the assessment in the community, the evaluator is able to observe "first hand" the environment where the crisis is occurring as well as the resources and supports available to the individual. Services are provided in the community with office settings at the Neighborhood Center and at the Oneida County 911 Center. Additional enhanced services include transitional, short-term follow up, linkage, and discharge planning coordination. Extensive outreach and public education are also provided to build awareness of services and maintain strong relationships with community agencies, hospitals, and law enforcement to address issues, identify solutions and foster open lines of communication. A transportation program assists families who have loved ones in Hutchings Psychiatric Center in visitation and remaining a part of treatment.

Transportation Program: In addition, to the services mentioned above, The Neighborhood Center will provide a transportation program available to family members and/or significant others for

individuals that are inpatient at Hutchings Psychiatric Center. The relocation of Mohawk Valley Psychiatric Center adult patients to Syracuse will present a hardship for some families in obtaining transportation to visit. It is important for the psychiatric patient to have the support of loved ones through their recovery process. In this regard, the lack of transportation can be a barrier to recovery. Providing transportation for families will effectively remove this barrier and also allow family members to advocate, meet with treatment providers, and be a part of the discharge process. The Center will employ part time drivers who will be cleared to ensure they have a good driving record. As employees of the Neighborhood Center, drivers will also be cleared through the New York State Central Register Database. Family members or significant others seeking transportation will be able to contact the Neighborhood Center from 8: 30 am through 12:00 am to request assistance with transportation.

B. PSYCHOSOCIAL CLUB- ADULT RECOVERY SERVICES (ARS) (OMH) (0770) (\$3,342)

Adult Recovery Services offers specialized programs in both Utica and Rome to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness. The overall goal of the program is to assist individuals in obtaining the highest level of recovery possible. Peers are a critical component in identifying, planning and scheduling activities and the day-to-day operation of the program. ARS offers an array of groups in the areas of Wellness & Self-Management, Health & Fitness, Stress Reduction & Management, and Living with Mental Illness, and Support for Special Needs. Support Groups include Young Adult, Crisis Intervention, Grief & Bereavement, and Co-Occurring.

C. SUPPORTIVE CASE MANAGEMENT (SCM) (OMH) (2620) (\$635,008)

The Oneida County Supportive Case Management (SCM) Program provides services to adults who are 18 years of age and older that meet NYS OMH criteria for severe and persistent mental illness. SCM utilizes the principles of Psychiatric Rehabilitation to provide supports via a network of community-based services and resources designed to help people achieve independence as they recover from or learn to manage a psychiatric illness. The Neighborhood Center, as lead agency for SCM, partners with Catholic Charities and Family Services of the Mohawk Valley to provide this service.

The intent of the SCM program is to provide consumers with a comprehensive and coordinated approach toward meeting their treatment, rehabilitation and community support needs using a Care Coordination model. The primary function of SCM is to assist clients consistent with Psychiatric Rehabilitation principles in areas of living, work, education, social recreation, and leisure. The vision is for SCM to become the “central hub” of community-based services for its consumers here in Oneida County. Important components include empowering clients to advocate for themselves whenever possible and developing and maintaining client support systems, including family and community members.

SCM offers specialized services in the areas of vocational, co-occurring and the elderly. These highly focused services are designed to ensure that the most up-to-date information is obtained in order to meet the ongoing needs of these individualized populations.

D. SCM SERVICE DOLLARS (OMH) (2740) (\$215,424)

Supportive Case Management utilizes service dollars to assist the clients in developing and maintaining situations for living, working and socializing in the community which enhances their potential for growth and independence and is a critical component in the recovery process.. The clients play a significant role in the planning for and the utilization of service dollars. Service

Dollars are available for the Supportive Case Management Program for emergency and non-emergency purposes and are the payer of last resort. All efforts are made to access alternative resources first.

There are two options to expend service dollars:

Client-Specific services (planned): characterized as those needs which can be anticipated and are reflected in the client's individual service plan.

Emergency Purchases: designed to address the immediate needs of a client. These needs are generally brief in duration and are not anticipated.

E. ASSISTED COMPETITIVE EMPLOYMENT (ACE) (OMH) (1380) (\$13,250)

ACE provides adults diagnosed with mental illness an environment in which they can receive job readiness training and needed supports to enter or re-enter the employment arena. Through a variety of skill-building activities and groups, participants are afforded the opportunity to learn and enhance basic skills, including resume writing, interviews, life skills, job-seeking and overall professionalism, in order to prepare for securing or maintaining a job in the community. Overall, the program aims to help individuals' foster greater independence and economic self-sufficiency. ACE is not a time-limited service and participants are enrolled as long as they feel necessary to assist them in maintaining employment.

G. OUTREACH (OMH) (0690) (\$23,489)

Adult Recovery Services (ARS) offers specialized Outreach programs via a psychosocial club setting and outreach services to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness. The overall goal of the program is to assist individuals in obtaining the highest level of recovery possible.

ARS offers an array of groups in the areas of Wellness & Self-Management, Health & Fitness, Stress Reduction & Management, and Living with Mental Illness, and Support for Special Needs.

F. ADVOCACY/SUPPORT SERVICES (OMH) (1760) (\$36,228)

In addition to providing emergency/crisis psychiatric services for persons living in Oneida and Herkimer counties the **Mobile Crisis Assessment Team** provides advocacy and support to individuals through services provided by bachelor level staff. These services include:

- Short-term services to assist in the transition from a higher level of care to a lower level of care, such as discharge from an inpatient psychiatric unit and brief support services for stabilization.
- Linkage to identified service providers
- Follow-up (By phone or face-to-face);
- Outreach to high risk clients who are resistant to services;
- Follow-up and support services for children/youth who have been referred to a provider where there is a delay in the start of treatment;
- Coordination with inpatient treatment teams for the development of a strategic crisis plan to prevent unnecessary re-hospitalization;
- Community education to youth, parents and providers regarding assessment of risk,
- Crisis intervention and assistance with accessing various service systems.

II. Service/Program Objectives and Outcomes:

The agency's mission is to provide people with resources and opportunities which respond to the human needs of the neighborhood and the extended community in a manner that: enriches, strengthens and underscores the value and worth of individuals and families; assists in developing responsible citizenship; provides a foundation for growth; and fosters understanding among all persons.

Performance measures for 2013 will continue to address the following areas:

MCAT/ADVOCACY

- Response time
- Diversion from hospital ED and/or IP hospitalization via community mobility
- Linkage and follow up

ARS/OUTREACH

- Minimal participation expectations
- Improved self-awareness of one's recovery process
- Client Satisfaction Survey feedback

SCM/ SERVICE DOLLARS

- Linkage to mental health services
- Safe & affordable housing
- Reduction in frequency and/or duration of IP hospitalization

ACE

- Minimal participation expectations
- Enhanced knowledge and skills related to employment
- Vocational and/or employment linkages

III. Service/Program Design and Staffing:

All services/programs are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR).

Total Funding Requested:

Account #: A4310.49526

Gross Budget	\$1,598,086.00
Net Amount	\$1,598,086.00
Federal Funds	0
State Funds	\$1,598,086.00
OMH	
OPWDD	0
OASAS	0
County Funds	\$ 000,000.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$1,598,086.00 be approved for 2013.

Service Units: N/A

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

Cost Per Client Served: N/A

State	\$1,598,086.00
County	\$ 000,000.00



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



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FN 20 13-142

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

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

Date 3/25/13

March 18, 2013

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and The ARC of Oneida and Lewis Counties, Inc. for your review and signature.

The gross amount of this Agreement is **\$339,983.00**. **No Oneida County Tax dollars are associated with this Agreement.**

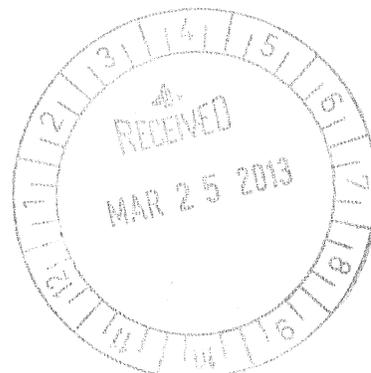
Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Linda M. Nelson
Commissioner

LMN/mb
Encs.



**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: The Arc, Oneida-Lewis Chapter, NYSARC, Inc.

Title of Proposed Service/Program: Vocational Rehabilitation Training/Sheltered Workshop
Transportation
Assisted Competitive Employment
Ongoing Integrated Supported Employment

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

Client Population/Number to be Served: Adult residents of Oneida County with a
developmental disability/ 105 to be served
Adults with a mental illness/100

Summary Statements:

1. Narrative Description of Service/Program:

(a) Vocational Rehabilitation Training/Sheltered Workshop (OPWDD) (0340) (\$97,754)

The Vocational Rehabilitation Training program focuses on teaching the individual with a disability appropriate social, behavioral and work skills necessary to not only earn money through work while participating in the program, but to go out into the community and find competitive employment in the future. Individuals who are unable to find competitive employment can remain within the vocational training program and earn money at a level which equals their ability to do work based on industrial standard time studies. If not for the Vocational Rehabilitation Training program, many individuals would then participate in more costly day habilitation programs or remain unserved.

(b) Transportation (OPWDD) (0340) (\$31,760)

Transportation to and from programming within Oneida County is afforded to those individuals in need to improve accessibility of services.

(c) Assisted Competitive Employment (OMH) (1380) (\$37,093)

Assisted Competitive Employment (ACE) is a community-based supported employment program that provides intensive services including: intake and assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy. This program serves individuals with severe mental illness.

(d) Ongoing Integrated Supported Employment (OMH) (4340) (\$173,376)

Ongoing Integrated Supported Employment provides individuals with severe mental illness direct placement into community based employment accompanied by needed support and follow along services to ensure a successful job placement. Support services include: on-site job coaching, benefits counseling, transportation, life skills advocacy, and long term job retention supports. Extended services are provided to the individual as long as they are needed to ensure gainful employment is successfully maintained.

2. Service/Program Objectives and Outcomes:

The objective of the Vocational Rehabilitation Training/Sheltered Workshop program is to provide training and supports to people with developmental disabilities to enable them to develop work skills and behaviors which will allow them to go into the community to find employment.

The Assisted Competitive Employment and Ongoing Integrated Employment programs are designed to support individuals with mental illness to develop the skills necessary to secure and maintain competitive employment in the community.

Performance measurements include:

- Individuals referred, served, placed and maintained
- Vocational Training cost –effectiveness
- Reports of improved quality of life and positive self-esteem derived from participation in employment/vocational activities
- Productivity in terms of hours worked, hourly wage and type of job
- Successful competitive employment status

3. Service/Program Design and Staffing:

The Vocational Rehabilitation Training/Sheltered Workshop is certified by the NYS Office of Persons With Developmental Disabilities (OPWDD). The program design and staffing requirements are in accordance with OPWDD regulations.

The Assisted Competitive Employment Program and the Ongoing Integrated Supported Employment Program design and staffing criteria meet the NYS Office of Mental Health guidelines and regulations.

Total Funding Requested:

Account #: A4310.49516

Gross Budget		\$339,983.00
Revenues (All Sources)		0
Net Amount		\$339,983.00
State Funds	OMH	\$ 210,469.00
	OPWDD	\$ 129,514.00
	OASAS	0
County Funds		0
Other		0

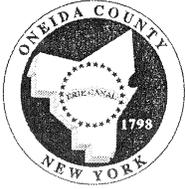
Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$339,983 be approved for 2013.

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

State Aid only (OMH & OPWDD) \$339,983

Cost Per Client Served: N/A



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



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FN 20 13-143

March 18, 2013

HEALTH & HUMAN SERVICES
WAYS & MEANS

Oneida County Board of Legislators by

[Signature of Anthony J. Picente, Jr.]
County Executive

3/25/13

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Human Technologies Corporation, for your review and signature.

The gross amount of the Amended 2012 Agreement is \$358,024.00. No Oneida County Tax dollars are associated with this Agreement.

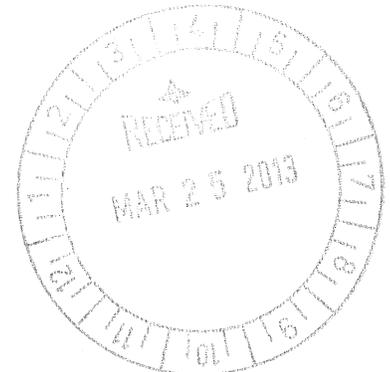
Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

[Signature of Linda M. Nelson]
Linda M. Nelson
Commissioner

LMN/mb
Encs.



106.

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Human Technologies Corporation
Title of Proposed Service/Program: Assisted Competitive Employment (ACE)
Ongoing Integrated Supported Employment (OISE)
Vocational Rehab/Sheltered Workshop
Proposed Dates of Operation: January 1, 2011 through December 31, 2013
Client Population/Number to be Served: Adults with a serious and persistent mental illness

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, Human Technologies Corporation (HTC) agrees to provide the following:

A1. Program: Ongoing Integrated Supported Employment (OISE) (OMH) (4340) (\$30,592)

Location: 2260 Dwyer Avenue, Utica

HTC provides Supported Employment for people with severe mental illness. This program provides consumers with direct placement in competitive employment of their choice, accompanied by needed support and follow up services to ensure a successful job placement. Job placements are found, and individualized goals established, based upon one’s preferences, strengths and work experiences. When placed, an individual is considered “successful” once 90 days of employment has been achieved. Follow along (or extended) services are provided indefinitely to assure that gainful employment is successfully maintained.

A2. Program: Assisted Competitive Employment (ACE) (OMH) (1380) (\$49,768)

Location: 2260 Dwyer Avenue, Utica

This community-based supported employment program provides intensive service with placement, job coaching and follow along supports for persons with an Axis I diagnosis of Severe and Persistent Mental Illness.

B. Service: Vocational Training/Sheltered Workshop (OMH) (0340) (\$277,664)

Program: Sheltered Workshop

Location: 2260 Dwyer Avenue, Utica

Vocational Training through Sheltered Workshop participation focuses on teaching the individual with a disability the appropriate social, behavioral and work skills necessary to not only earn money while participating in the program, but how to find future competitive

employment in the community. People unable to secure competitive employment can remain in the vocational training program and earn money at a level which equals their ability to perform work based upon industrial standards time studies.

II. Service/Program Objectives and Outcomes:

The mission of Human Technologies Corporation is to enhance the quality of life for people with disabilities and others who have barriers to employment. Competitive employment is valued and sought as an attainable goal for all consumers.

Performance measures include:

- Successful competitive employment status at 90 days
- % of Sheltered Workshop employees with a diagnosed disability
- Rate of pay based upon productivity and assembly skills

III. Service/Program Design and Staffing:

All services and related programs are staffed according to the NYS Office of Mental Health (OMH) regulations in conjunction with the Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR).

Total Funding Requested:

Account #: A4310.49518

Gross Budget	\$358,024.00
Revenues (All Sources)	0
Net Amount	\$358,024.00
Federal Funds	0
State Funds	OMH \$358,024.00
	OMRDD 0
	OASAS 0
County Funds	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$358,024.00 be approved.

Service Units: N/A

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

State aid only	\$358,024.00
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Anthony J. Picente, Jr., *County Executive*

Linda M. Nelson, *Commissioner*



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FN 20 13-144

HEALTH & HUMAN SERVICES

WAYS & MEANS

March 18, 2013

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

Reviewed and Approved for submission to the
County Executive by

Anthony J. Picente, Jr.
County Executive
Date: 3/26/13

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Central New York Services, Inc. for your review and signature.

The gross amount of this Agreement is **\$1,518,261.00**. **No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Commissioner

LMN/mb
Encs.



109,

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: CENTRAL NEW YORK SERVICES, INC.

Title of Proposed Service/Program: OUTREACH-COURT/JAIL
BRIDGER-PROGRAM
ADVOCACY
COORDINATED CHILDREN’S SERVICES
INITIATIVE
SERVICE DOLLARS ACT
MICA NETWORK
ADVOCACY-SHELTER PLUS CARE

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Adults with a mental illness who are in, entering, or exiting the criminal justice system. This includes Children and youth with a serious emotional disturbance, and adults with a serious and persistent mental illness, a co-occurring disorder and a history of multiple psychiatric hospitalizations.

Summary Statements:

I. Narrative Description of Service/Program:
Under the terms and conditions of this Agreement, Central New York Services, Inc. (CNYS) will provide the following services and related programs:

(A) OUTREACH- COURT/JAIL (OMH) (0690) (\$891,250)

1. Screening and Jail Diversion (FEU) The Agency receives referrals directly from the Courts and provides screening, case planning, referral and monitoring for the Court and the individual referred. Individuals receiving the service have been identified with a mental illness, substance abuse addiction or dual diagnosis. Individuals are diverted from the Correctional Facility and receive treatment and other services from community providers. Successful completion of the treatment plan results in dismissal of the charges in the criminal justice system. This service allows an individual to either continue in employment or access the necessary supports to move toward gaining employment.

2. Mental Health Court Case Management:

This Case Manager will be working solely with individuals who are being considered, referred or terminated from Mental Health Court. Case Management will assess the referral of accepted candidates to appropriate services providers, including mental health, addictions, housing, medical, financial, etc. Case Management will work to develop and implement individualized service plans; attend case management consultations with providers; and work as a liaison between the Mental Health System and The Mental Health Court.

3. SUICIDE PREVENTION AND SCREENING

Location: Oneida County Correctional Facility (OCCF) Judd Road, Oriskany.

Mental Health services are a federal mandate for all county correctional facilities. All persons admitted to the Oneida County Correctional Facility are assessed for lethality (potential for suicide) via the Forensic Behavioral Health Unit; individuals assessed as needing supports are monitored for possible symptoms of depression or decompensation. Crisis intervention services are available when staff is notified. In addition, medication assessment services are also provided. If notified of impending discharge, staff will offer inmates a voluntary opportunity to access supports and referrals designed to enhance the individual's employability.

4. ENHANCED FORENSIC CASE MANAGEMENT:

Location: 1411 Genesee Street, Utica .

The program will involve the provision of follow-up discharge planning for incarcerated individuals. The agency's case managers work to improve the compliance rate for engagement in the community supports, reduce homelessness, to reduce recidivism and re-involvement with the criminal justice system; and to reduce ED/Inpatient treatment. Case Management Services include providing and arranging transportation, home visitations, attending case management consultations with providers, liaison between providers and FMH staff at the jail, monitor court process.

5 MANDATED OMH SERVICES:

Location: Oneida County Department of Mental Health Oriskany

Program staff provides New York State Office of Mental Health mandated services including:

- a) CPL 730 evaluations ordered by Oneida County Courts to determine if defendants with mental defects can understand criminal charges and assist in their own defense;
- b) Medication Grant Program- which provides short term medications for mentally ill individuals released from jails, prisons and psychiatric hospitals;
- c) Adult Single Point of Access and Accountability- Process referrals for individuals with mental illness for care coordination and residential services.

(B)BRIDGER PROGRAM (OMH) (1970) (\$108,484)

Location: Oneida County Correctional Facility (OCCF)
Judd Road, Oriskany

Located within the Forensic Behavioral Health Unit at Oneida County Correctional Facility ,the Bridger Program provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness, for inmates upon their discharged from jail. The program is designed to reduce recidivistic behavior by offering a greater chance of successful reintegration into the community for inmates who have difficulty accessing needed services once

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out of the facility. Program participation is voluntary in nature; basic case management techniques are utilized.

(C) ADVOCACY (OMH) (1760) (\$170,996)

Location: Oneida County Correctional Facility (OCCF)
Judd Road, Oriskany

Located within the Forensic Behavioral Health Unit at Oneida County Correctional Facility and integral to the Bridger Program, Advocacy , provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness, for inmates upon their discharged from jail. The services are designed to reduce recidivistic behavior by offering a greater chance of successful reintegration into the community for inmates who have difficulty accessing needed services once out of the facility. Program participation is voluntary in nature; basic case management techniques are utilized.

(D) COORDINATED CHILDREN'S SERVICES INITIATIVE (CCSI) (OMH) (2990) (\$71,330)

Locations: a. Oneida County Juvenile Probation Offices
Union Station, Utica
b. Oneida County Department of Mental Health
Oriskany

a) This program uses an assessment tool to assist in the management and planning of services to children and adolescents with juvenile justice involvement (or potential involvement) and their families, to achieve permanency and quality in their plans for life and employment. The assessment tool is employed by the Probation Dept. for decision support and is further used to design a system of services that seeks to avoid juvenile justice contact or placement, and to maintain children with their families. These specialized services, when linked to effective treatment services, have proven to be an excellent means of reducing recidivism and preventing criminal behaviors in adulthood. B) Additional staff provides oversight of the Children's Single Point of Access which provides parent support and processes referrals for care coordination and supports for children with mental illness.

(E) ASSERTIVE COMMUNITY TREATMENT (ACT) SERVICE DOLLARS (OMH) (8810) (\$44,224)

Administers wrap-around service funds to assist the Oneida County ACT Team @ Mohawk Valley Psychiatric Center to sustain a person within the larger community and/or to assist them in reduction of hospital stays and/or contact with the criminal justice system. The team serves a total of approximately 65 individuals through a voluntary service; funds can be used for employment training and readiness.

// 2.

(F) MENTALLY ILL CHEMICAL ABUSE NETWORK (OMH) (5990) (\$108,227)

Integration of chemical dependency and mental health services for those with co-occurring disorders is recognized as a *Best Practice*. Recent research has noted the pervasive nature of co-occurring disorders, and the failure of the traditional treatment approach of sequentially or concurrently treating an individual in two separate treatment environments. This case management service assists the individual to avoid additional contacts with the criminal justice system by obtaining treatment that addresses all of the disability issues concurrently, sustaining the individual through the inevitable short-term setbacks and providing case management support and advocacy for the dually diagnosed person. This support provides persons with the foundation to pursue training, placement and other employment related services to further their recovery.

(G) ADVOCACY/SUPPORT Shelter Plus Care (OASAS) (3078) (\$123,750)

Provides ongoing administrative support for all Oneida County services but, in particular, Shelter Plus Care Housing, which assists 240+ persons and their families in obtaining and sustaining quality housing to help ensure continuing participation in treatment, employment and other services aiding in their recovery from substance abuse. Individuals are assisted in finding affordable housing within Oneida County, establish income eligibility for a Section 8 housing subsidy and understand the Public Assistance/Social Security benefits process. Other staff duties include: performing annual apartment safety inspections, as required by HUD; conducting monthly visits to assess continued treatment program attendance (required for ongoing receipt of a housing voucher) and housing safety; and providing needed referral and linkage to other community service providers, again, to help support permanent housing.

II. Service/Program Objectives and Outcomes:

All services provided through the court system are intended to divert individuals with a mental illness and charged with relatively minor offenses from the criminal justice system and jail into more appropriate, and less costly, treatment settings. Suicide screening and assessment services, in particular, are designed as a proactive, preventative measure to eliminate the risk of potential cases. Community based services are designed to meet the care coordination needs of those with mental illness including both adults and children, co-occurring disorders, and OMH mandated services. The agency anticipates utilizing the same overall performance measurements as in 2010 for 2013.

III. Service/Program Design and Staffing:

All programs and individual staffing criteria meet NYS Office of Mental Health (OMH) and NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested:

Account #: A4310.49519

Gross Budget	\$1,518,261.00
Net Amount	\$1,518,261.00
Federal Funds	0
State Funds	
OMH	\$1,394,511.00
OPWDD	0
OASAS	\$ 123,750.00
County Funds	\$ 0

Oneida County Department Funding Recommendation(s): It is recommended that the full amount of \$1,518,261.00 be approved for 2013.

1/3.

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

State Aid only

Service Units: N/A

Cost Per Person Served: N/A



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13-145

March 18, 2013

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Approved by the Board of Supervisors
Oneida County Board of Legislators by

County Executive
Date 3/25/13

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Center for Family Life and Recovery, Inc., for your review and signature.

The gross amount of the Amended 2012 Agreement is **\$178,688.00. No Oneida County Tax dollars are associated with this Agreement.**

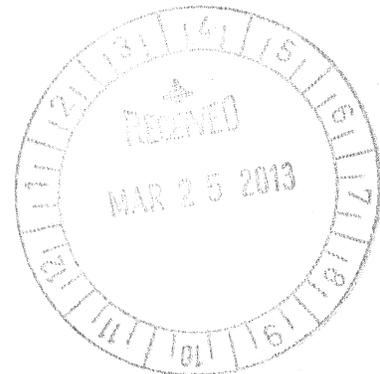
Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Commissioner

LMN/mb
Encs.



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**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Center for Family Life and Recovery, Inc.

Title of Proposed Service/Program: Alcohol Prevention and Education
Dual Recovery/MICA Training
Self Help
Advocacy

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Persons suffering from alcoholism and other drug dependency, and their families; community agency staff; sexual offenders and survivors; schools, youth and families

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, the Center for Family Life and Recovery, Inc. will provide the following services and related programs for its merged target populations.

(A) Oneida County Prevention Council (OASAS) (5520) (\$79,627)

CFLR will continue to implement Second Step an evidence-based (research) model program and these practices have been shown to reduce risk behaviors and increase protective factors leading to lower levels of youth problem behavior. The program content is delivered at various schools, afterschool and summer programs in Oneida County. CFLR also provides Non-evidence-based programming which includes public education, speaking engagement, afterschool and summer prevention programs to reinforce the skills and provide a hands-on approach. These offer opportunities for youth to celebrate positive and pro-social behaviors.

The Center also provides technical assistance to current and new community coalitions; assesses needs and strengths of each coalition; provides resources to coalitions to effectively implement evidence-based practices. Insight House, Rome Community Recovery Center, McPike Addictions Treatment Center, Addictions Crisis Center, Milestones, Community Health and Behavioral Services and Mental Health Connections are the primary community-based services utilized to foster networking and integrative services.

(B) Dual Recovery/MICA Training Program (OMH) (5990) (\$18,449)

This coalition focuses on facilitating priority training needs for professionals in the Community, by analyzing evaluations and addressing our Community's needs. Their mission is to train and educate Community Professionals on issues related to dual recovery, treatment, prevention, mental health, case management and more. All PTC trainings offer New York State Office of Alcoholism and Substance Abuse Services OASAS hours to participants. The Center manages associated training funds and provides program coordination with the assistance of the coalition (Professional Training Coalition) that is comprised of key representatives from the community and agencies including, but not limited, to: Catholic Charities, Upstate Cerebral Palsy (Dual Recovery Homeless Network), Professional Counseling Center, Insight House, Conifer Park, Tully Hill, Oneida County Department of Mental Health, McPike ATC, Oneida County Probation and Central NY Services.

(C) Sexual Offender Treatment Program (OMH) (2770) (\$26,550)

Type: Self Help Program

The Sexual Offender Treatment Program (SOTP) is a best practice, research-based, comprehensive program that follows the Practice Standards and Guidelines of the National Association for the Treatment of Sexual Abusers (ATSA). Its primary focus is to increase public safety and reduce recidivism by helping participants manage their sexually abusive thoughts and behaviors, understand and work on resolving their underlying issues and increase their capacity to meet their needs in functional ways and engage in productive, pro-social behaviors and activities. The program's traditional target population has been adolescents and adults who have sexually abused children and/or adolescents or adults who could not give consent. However, the agency is now working with the NYS Division of Parole for approval to start offering services to persons who sexually abused adults by means of force and/or coercion (a cohort not previously accepted). Individual, Group and Couples/Family Counseling are provided according to the individualized needs of the participants, though Group is the preferred treatment modality. Program stages include Individual Assessment, Introductory Group, Relapse Prevention/Therapy Group and Aftercare/Maintenance. A holistic, Cognitive Behavioral approach is used combining principles of Relapse Prevention, Good Lives and Risk Responsivity and Needs Models.

The Center has many pre-established collaborative relationships with other service providers within our community, which are necessary for the provision of services under this program. The agency works closely with Probation and Parole, in particular, with monthly meetings held to discuss the treatment and community management issues of each and every participant.

(D) Suicide Prevention Program (OMH) (1760) (\$54,062)

Type: Advocacy Service Program

CFLR, Inc. is expanding its suicide prevention program to by providing advocacy for individuals who suffer from mental illness and substance abuse. The purpose is to utilize community relationships to prevent tragedies by supporting and educating youth and adults to recognize and deal with issues of mental health, violence/bullying, substance abuse and suicide to create healthier individuals. The program will train schools, develop mentors, provide suicide prevention training, and provide public education and awareness,

II. Service/Program Objectives and Outcomes:

117.

The Centers objectives of Second Step is to targets children at risk not only for violence but also for substance abuse, suicide, and dropping out of school, provides support for all children, either through direct skill development or indirect peer role modeling and reinforcement, teach age appropriate, positive emotion-management strategies and skills, use a combination of modeling, practice, coaching and positive reinforcement and includes “home link” activities to encourage students to discuss and practice with parents. Treatment objectives for the Sexual Offender Treatment Program (SOTP) include: increased acceptance of responsibility for committing sexual abuse; completing the successful implementation of one’s Relapse Prevention Plan; demonstrating success in meeting needs and accomplishing life tasks and goals in a functional, pro-social manner; and developing and making progress in resolving personal victimization and trauma issues. Program outcomes are monitored on an annual basis through the use of the Attkisson CSQ8, which is a validated Client Satisfaction Index. Established as an earlier link to appropriate treatment services for children and youth identified as at-risk, the Youth Suicide Prevention Program works to increase awareness that there are alternatives to teen suicide and to empower youth, families and the community to access resources and support services.

III. Service/Program Design and Staffing:

The Center for Family Life and Recovery, Inc. acts responsibly as an advocate for its targeted substance abuse population by offering objective information and referral services for those seeking intervention and treatment, and by providing education to children and their addicted parents. Individuals are connected to all 12 step-meeting groups as well as mental health and substance abuse treatment providers. Additionally, sex offender services are provided by an extremely knowledgeable, skilled and experienced staff, both with over 20 years experience treating people who have committed sexual abuse and one of whom is a Clinical Member of the National ATSA (Association for the Treatment of Sex Offenders). All services and programs that are certified by the NYS Office of Alcoholism and Substance Abuse Services (OASAS) and thus are directed to meet minimum staffing requirements

Total Funding Requested:

Account #: A4310.49521

Gross Budget	\$178,688.00
Revenues (All Sources)	0
Net Amount	\$178,688.00
State Funds	
OMH	\$ 99,061.00
OASAS	\$ 79,627.00
County Funds	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$178,688.00 be approved for 2013.

Service Units: (N/A)

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

State Aid only	\$178,688.00
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118.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

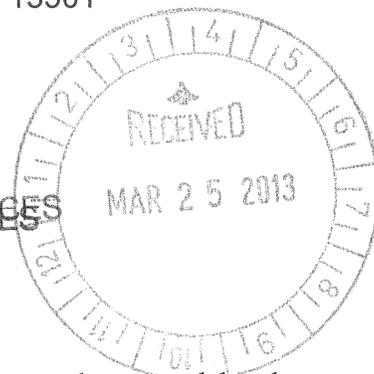
Phone (315) 798-5733 Fax (315) 798-5218

March 21, 2013

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

FN 20 13-146

HEALTH & HUMAN SERVICES



Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Personal Care Services is a vital service to deter placement of eligible Medicaid Clients in Nursing Home Care. These services are cost effective because people are able to remain at home reducing the need for higher levels of care.

I am respectfully requesting that this sample contract for Personal Care Services be approved for all five (5) Agencies under one resolution, however if there are concerns with any individual provider, that provider or providers may be omitted and processed separately.

The following is a list of the five (5) Personal Care Service Providers:

- Cathie-Lee's Home Health Care, LLC, P.O. Box 526, Sylvan Beach, New York
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York
- Presbyterian Residential Community, Inc., 4300 Middlesettlement Road, New Hartford, New York
- US Care Systems Inc., 2614 Genesee Street, Utica, New York

The term of these Agreements runs from June 1, 2013 through May 31, 2014. New York State Department of Health establishes the Personal Care Rates. The cost of these six providers in 2012 was \$881,925.00 with a local share of 10 % or \$ 88,192.50.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

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

Date 3/25/13

119,

3/21/13
XXXXX

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Five (5) Various Personal Care Service Providers

- Cathie-Lee's Home Health Care, LLC, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley, Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 14150
- Presbyterian Residential Community, Inc., 4300 Middlesettlement Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: June 1, 2013 through May 31, 2014

Client Population/Number to be Served: Physically or mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services are essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

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

Total Funding Requested: Rates determined by New York State –

Oneida County Dept. Funding Recommendation: Account # A6102.495

Mandated or Non-mandated: Mandated service

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

Federal	62 % -	\$ 546,793.50
State	28 % -	\$ 246,939.00
County	10 % -	\$ 88,192.50

Cost Per Client Served: Rates vary as to the level of care required.

Past performance Served: Personal Care Services is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state for these five providers in 2012 was \$ 881,925.00 with a cost to the Department equaling approximately \$ 88,192.50.

O.C. Department Staff Comments: The Department is satisfied with all personal care service providers and contracts with a number of agencies to ensure availability of service.

121.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 25, 2013

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

FN 20 13-147

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Personal Emergency Response Service (PERS) provides service to those eligible Medicaid clients who still reside in their home but require monitoring for health and safety issues.

I am respectfully requesting that this sample contract for Personal Emergency Response Service (PERS) be approved for all four (4) Agencies under one resolution, however if there are concerns with any individual provider, that provider or providers maybe omitted and processed separately.

The following is a list of the four (4) Personal Emergency Response Service (PERS) Providers:

- GTL, Incorporated d/b/a Link to life, 297 North Street, Pittsfield, Massachusetts 01201
- Health Care Monitoring Systems, Inc., PO Box 1437, 113 Main Street, Richfield Springs, New York 13439
- Lifeline Systems Company, Inc., 111 Lawrence Street, Farmingham, Massachusetts, 01702
- Self-Direct Inc. a/k/a Response4help a division of Self-Direct Inc., 4552 Knolltop Terrace, Syracuse, New York 13215

The term of these agreements runs from June 1, 2013 through May 31, 2014. New York State Department of Health establishes the agency rates. The cost of these four providers in 2012 was \$48,389 with a local share of 10 % or \$ 4,838.90.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3/28/13

3/22/13
XXXXX

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Four (4) Various Personal Emergency Response Service (PERS)

- GTL, Inc. d/b/a Link to life, 297 North Street, Pittsfield, Massachusetts 01201
- Health Care Monitoring Systems Inc., PO Box 1437, 113 Main Street, Richfield Springs, New York 13439
- Lifeline Systems Company, Inc., 111 Lawrence Street, Farmingham, Massachusetts, 01702
- Self-Direct Inc. a/k/a Response4help a division of Self-Direct Inc., 4552 Knolltop Terrace, Syracuse, New York 13215

Title of Activity or Services: Provides Personal Emergency Response Service.

Proposed Dates of Operations: June 1, 2013 through May 31, 2014

Client Population/Number to be Served: Eligible Medicaid Recipients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide Personal Emergency Response Systems for those eligible Medicaid clients who are at home but yet require monitoring for health and safety issues.

2). Program/Service Objectives and Outcomes

To reduce number of hours required of a personal service aide for health and safety monitoring. Services must be approved by Office of Continuing Care in conjunction with the client's personal physician. PERS increases the Medicaid client's self-sufficiency and independence.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Approved Rates.

Oneida County Dept. Funding Recommendation: Account #A6102.495

Mandated or Non-mandated: Mandated

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

Federal	62 %	-	\$ 30,001.18
State	28 %	-	\$ 13,548.92
County	10 %	-	\$ 4,838.90

Cost Per Client Served: New York State Approved Rates

Past performance Served: Personal Emergency Response Service (PERS) is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Counties Medicaid Cap. The total cost to the state for these four providers in 2012 was \$48,389.00 with a cost to the Department equaling approximately \$ 4,838.90.

O.C. Department Staff Comments: The Department is satisfied with all of the provider's performance. The Department contracts with four different providers for PERS services to ensure availability of services.

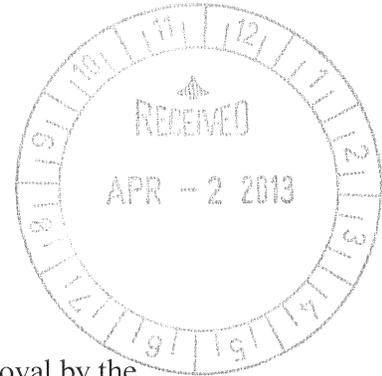


ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 22, 2013

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

FN 20 13-148



HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Private Duty Nursing Services is a vital service to deter placement of eligible Medicaid Clients in Nursing Home Care. These services are cost effective because people are able to remain at home reducing the need for higher levels of care.

I am respectfully requesting that this sample contract for Private Duty Nursing Services be approved for all six (6) Agencies under one resolution, however if there are concerns with any individual provider, that provider or providers may be omitted and processed separately.

The following is a list of the six (6) Private Duty Nursing Providers:

- Cathie-Lee's Home Health Care, LLC, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 13413
- Interim Health Care of Syracuse, Inc., 3300 James Street, Syracuse, New York 13206
- Oxford Home Care Services, Inc., 131 oxford Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

The term of these agreements runs from June 1, 2013 through May 31, 2014. The rates are approved by New York State. The cost of these seven providers in 2012 was \$ 385,194.00 with a local share of 10 % or \$ 38,519.40.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3/28/13

125

3/22/13
XXXXX

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Six (6) Various Private Duty Nursing Providers

- Cathie-Lee's Home Health Care, LLC, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley, Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 13413
- Interim Health Care of Syracuse, Inc., 3300 James Street, Syracuse, New York 13206
- Oxford Home Care Services, Inc., 131 oxford Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: June 1, 2013 through May 31, 2014

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Private Duty Nursing Services prior approved by Oneida County Office for the Aging/Continuing Care.

2). Program/Service Objectives and Outcomes -

To provide Private Duty Nursing Services to eligible Medicaid recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

3). Program Design and Staffing Level -

Total Funding Requested: Rates are approved by New York State & vary according to levels of care

Mandated or Non-mandated: Mandated Service

126

Oneida County Dept. Funding Recommendation: Account #:A6102.495

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

Federal	62 % - \$ 238,820.28
State	28 % - \$ 107,854.32
County	10 % - \$ 38,519.40

Cost Per Client Served: Rates are approved by New York State & vary according to levels of care:

Past performance Served: Private Duty Nursing Services is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Counties Medicaid Cap. The total cost to the state for these six providers in 2012 was \$ 385,194.00 with a cost to the Department equaling approximately \$ 38,519.40.

O.C. Department Staff Comments: The Department has contracts with a number of Health Care Agency's to ensure the availability of services when needed and is satisfied with the service of these providers.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

March 19, 2013

FN 20 13-149

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Services Agreement with the City of Rome, New York, through the Rome Police Department, provides a full-time Rome Police Officer trained in the area of child abuse and investigation and assigned to the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective January 1, 2013 - December 31, 2013. The total budget for participation of a Rome Police Officer is \$ 98,407.00. The City of Rome will contribute 20% of the cost of this Agreement, which is \$ 19,681.40 and the County contribution does not exceed \$ 78,725.60 which has a local share of 7.18 % of the total program or \$7,065.62.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration

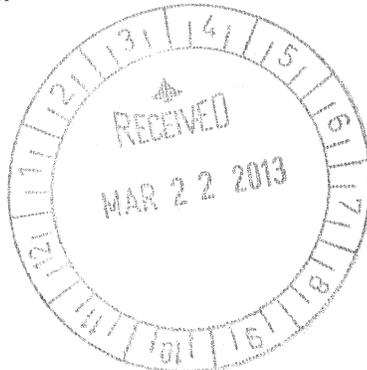
Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

LAS/tms
Attachment



Date _____

128.

3/19/13
#18901

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Rome Police Department
301 North James Street
Rome, New York 13440

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: January 1, 2013 through December 31, 2013

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Child Advocacy multidisciplinary team provides on-site law-enforcement, caseworkers, victim advocacy, medical examinations, and counseling to victims of child sexual abuse cases. The contract allows for (1) full-time police officer to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Agreement provides for participation of a Rome Police Officer at the Child Advocacy Center. Objectives of the Child Advocacy Center include the following:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, medical providers, counseling and advocacy.
- (2). Provides a coordinated approach in the investigation of child sexual abuse cases.
- (3). Decrease the number of interviews with the child by providing coordinated services on-site and thereby reduce the level of trauma to the child and secondary victims.

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3). Program Design and Staffing Level -

1 Full-Time Rome Police Officer

To be a part of the CAC multidisciplinary team with other law enforcement consisting of the following:

- 1 Full-Time Sheriff Officer
- 1 Full-Time Utica Police Officer
- 1 Part-Time New York State Police Officer
- 1 Full -Time Child Advocacy Administrator through the Sheriff's Office

Total Funding Requested:

Total Cost	=	\$ 98,407.00
Funding through Federal, State and DSS	=	\$ 78,725.60
Funding through Rome Police Department	=	\$ 19,681.40

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: The Department is mandated to investigate instances of alleged abuse or neglect, however the way the Department provides this service is at the Department's discretion and the use of on-site workers to minimize the trauma to the alleged victims in non-mandatory.

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

Federal	38.39	%	\$ 37,778.45
State	34.43	%	\$ 33,881.53
County	7.18	%	\$ 7,065.62
City	20.00	%	\$ 19,681.40

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The 2012 total contract was for \$ 95,071. The City of Rome paid 20% of the cost of the Contract since 2002 and will continue in 2013 in the amount of \$ 19,681.40 leaving the cost funded through the Department \$ 78,725.60.

O.C. Department Staff Comments: The Department is satisfied with the service provided.

130

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 19, 2013

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

FN 20 13-150

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Services Agreement with the State of New York, Division of State Police a/k/a New York State Police provides a part-time investigator for after hours when needed, trained in the area of child abuse and investigation and assigned to the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective upon execution through September 30, 2013. The total budget for participation of a New York State Police is \$ 23,351.00 with a local share of 27.18% or \$6,346.80.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
Attachment



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

Anthony J. Picente Jr.
County Executive

Date 3/21/13

131

3/5/13
21201

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: State of New York, Division of State Police
a/k/a New York State Police
1220 Washington Ave, Building 22
Albany, New York 12226

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: Date of Execution through September 30, 2013

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Child Advocacy multidisciplinary team provides on-site law-enforcement, caseworkers, victim advocacy, medical examinations and counseling to victims of child sexual abuse cases. The contract allows for the support of (1) one investigator on a part-time basis after hours when needed at the Child advocacy Center.

2). Program/Service Objectives and Outcomes -

Agreement provides support for participation of a New York State Police Investigator at the Child Advocacy Center. Objectives of the Child Advocacy Center include the following:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, medical providers, counseling and advocacy.
- (2). Provides a coordinated approach in the investigation of child sexual abuse cases.
- (3). Decrease the number of interviews with the child by providing coordinated services on-site and thereby reduce the level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 New York State Police Investigator part-time after hours

To be a part of the CAC multidisciplinary team with other law enforcement consisting of the following:

- 1 Full-Time Rome Police Officer
- 1 Full-Time Utica Police Officer
- 1 Full-Time Sheriff's Officer
- 1 Child Advocacy Administrator through the Sheriff's Office

Total DSS Funding Requested: \$ 23,351.00

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: The Department is mandated to investigate instances of alleged abuse or neglect, however the way the Department provides this service is at the Department's discretion and the use of on-site workers to minimize the trauma to the alleged victims is non-mandatory.

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

Federal	38.39 %	\$ 8,964.45
State	34.43 %	\$ 8,039.75
County	27.18 %	\$ 6,346.80

Cost Per Client Served:

Past performance Served: This is the first year the Department is contracting with the provider for after-hours services. The maximum amount for the duration of this agreement is \$23,351.00.

O.C. Department Staff Comments:

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

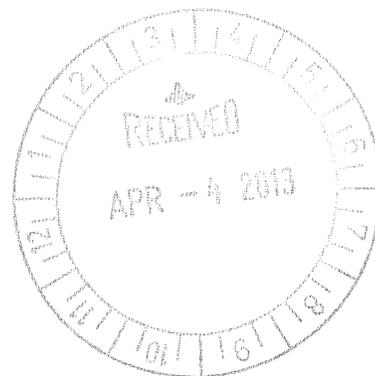
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

March 28, 2013

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

FN 20 13-151
HEALTH & HUMAN SERVICES



WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Services Agreement with the Resource Center for Independent Living Inc. is for two Disability Services Specialists that provides services to TANF/Safety Net Family Recipients with disabilities. The Disability Services Specialist work with a number of community employers to engage clients in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

The cost of this Agreement is \$ 83,972 for the year May 1, 2013 through April 30, 2014. There is no local cost to support this effort.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive
Date 4/4/13

134,

15707
3/28/13

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Resource Center for Independent Living Inc.
401-409 Columbia Street
P. O. Box 210
Utica, New York 13503-0210

Title of Activity or Services: Disability Services Specialists

Proposed Dates of Operations: May 1, 2013 through April 30, 2014

Client Population/Number to be Served: 50 TANF/Safety Net Family recipients with disabilities per month.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Disability Service Specialists have established a community network among employers involved in supported employment who, rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises.

2). Program/Service Objectives and Outcomes -

Engage 50 clients per month in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

3). Program Design and Staffing Level -

(2) Disability Service Specialists

Total Funding Requested: \$ 83,972

Oneida County Dept. Funding Recommendation: Account #:A6014.49544

135

Mandated or Non-mandated: Mandated

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

Federal	100 %	\$ 83,972
State	0 %	\$ 0
County	0 %	\$ 0

Cost Per Client Served:

Past performance Served: The Department has contracted for this service with this provider since 2005. The contract in 2012 was \$ 83,972. The Department of Social Services has had success contracting with RCIL to assist with this population.

O.C. Department Staff Comments: The Disability Services Specialists is a vital link in the total plan of bringing the TANF recipient from dependency to total self-sufficiency. This contract is paid 100% through federal funds.

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Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218



March 21, 2013

FN 20 13-152

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

Reviewed and Approved for the
Oneida County Board of Legislators by

HEALTH & HUMAN SERVICES

Anthony J. Picente Jr.
County Executive

WAYS & MEANS

Date 3/25/13

Dear Mr. Picente:

I am submitting the following sample contract for, thirty six (36), Purchase of Service Agreements for Review and approval by the Board of Legislators per Board Resolutions and Local Law # 3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

I am respectfully requesting that this sample contract be approved for the thirty six (36) Agreements under one resolution, however if there are concerns with any individual Institution, that institution or institutions may be omitted and processed separately.

The following is a list of the thirty six (36) Institutional Foster Care Agencies:

- Baker Victory Healthcare Center a/k/a Baker Victory Services, 780 Ridge Road, Lackawanna, New York 14218
- Berkshire Farm Center and Services For Youth, Route 22, Canaan, New York 12029
- Buffalo Urban League, Inc., 15 East Genesee Street, Buffalo, New York 14202
- Cayuga Home for Children, P.O. Box 865, 101 Hamilton Ave, Auburn, New York 13021
- The Charlton School, PO Box 47, Burnt Hills, New York 12027
- Children's Home of Jefferson County, 1704 State Street, Watertown, New York 13601
- The Children's Home of Kingston, New York, 26 Grove Street, Kingston, New York 12401
- Childrens Home of Wyoming Conference, 1182 Chenango Street, Binghamton, New York 13901
- The Roman Catholic Diocese of Albany, New York a/k/a Community Maternity Services, 27 North Main Street, Albany, New York 12203

137.

- Crestwood Children's Center, 2075 Scottsville Road, Rochester, New York 14623
- The Devereux Foundation, P.O. Box 490A, Villanova, Pennsylvania, 19085
- Elmcrest Children's Center, Inc., 960 Salt Springs Road, Syracuse, New York 13324
- Equinox, Inc., 95 Central Avenue, Albany, New York 12206
- Gateway-Longview Foundation, 6350 Main Street, Williamsville, New York 14221
- Hillside Children's Center, 1183 Monroe Avenue, Rochester, New York 14620
- Jewish Child Care Association of New York, 120 Wall Street, New York, New York 10005
- Kidspace National Centers of New York, Inc., 4085 Independence Drive, Schnecksville, PA 18078
- Kidspace National Centers of North America Inc., 4085 Independence Drive, Schnecksville, PA 18078
- Lake Grove Treatment Centers of New York, Inc. a/k/a Lake Grove Schools, PO Box 712, Meriches Road, Lake Grove, New York 11755
- LaSalle School Foundation, 391 Western Avenue, Albany, New York 12203
- Lincoln Hall, P.O. Box 600, RT # 202, Lincolndale, New York 10540
- Mountain Lake Children's Residence, Inc., 50 Riverside Drive, Lake Placid, New York 12946
- Northeast Parent & Child Society, Inc., 530 Franklin Street, Schenectady, New York 12305
- Oswego County Opportunities, Inc., 239 Oneida Street, Fulton, New York 13069
- Parsons Child and Family Center, 60 Academy Road, Albany, New York 12208
- Snell Farm Children's Center, 7320 Snell Hill Road, Bath, New York 14810
- St. Catherine's Center for Children, 40 North Main Avenue, Albany, New York 12203
- Saint Anne Institute, 160 North Main Avenue, Albany, New York 12206
- St. Colman's Home, 11 Huswell Road, Watervliet, New York 12189
- Villa of Hope, 3300 Dewey Avenue, Rochester, New York 14616
- Astor Services for Children & Families a/k/a Astor Home for Children, 6339 Mill Street, P.O. Box 5005 Rhinebeck, New York 12572
- The William George Agency's Children Services Inc., 380 Freeville Road, Freeville, New York 13068
- House of the Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502
- Toomey Residential & Community Services Corp., 1654 West Onondaga Street, Syracuse, New York 13204
- Vanderheyden Hall, Inc., P.O. Box 219, Wynantskill, New York 12198
- You Gotta Believe! The Older Child Adoption & Permanency Movement a/k/a You Gotta Believe, 3114 Mermaid Avenue, Brooklyn, New York 11224

The thirty six Institutions provide placement services for children and offer various levels of care. These Institutions offer many different services with each Institution specializing in one or two areas of expertise.

The Institutions provide specialized Institutional Foster Care for those children who are unable to remain at home with their biological parents due to behavioral issues at home or in the community, voluntary transfers of custody to Oneida County Department of Social Services and children who have been determined by Family Court to be delinquent or persons in need of supervision.

New York State Office of Children and Family Services assign the rates for the facilities. The term of these Agreements is July 1, 2013 – June 30, 2014. Total cost in 2012 was \$13,458,788.92 with a local share of 30 % or \$ 4,037,636.67.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lucille A. Soldato".

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

3/4/13

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Various Foster Care Institutions
(See Attached Summary for listing of all thirty six (36)
Institutions.)

Title of Activity or Services: Institutional Foster Care for Children

Proposed Dates of Operations: July 1, 2013 through June 30, 2014

Client Population/Number to be Served: Children in need of Institutional Foster Care up to age 18 or in some cases 21.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide institutional foster care for those children under the age 18 or in some cases 21 who have been adjudicated as a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD) and those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services or those children whose custody has been involuntary committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

2). Program/Service Objectives and Outcomes -

Placement services including Family Foster Care and/or Institutional levels of care for children who are unable to remain at home with their biological parents due to behavior issues in the home or community, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be JD or PINS.

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

145.

Total Funding Requested:

Rates are determined by New York State Office of Children and Family Services.

The Daily rates approved for each Institution can be found in the attached summary.

Oneida County Dept. Funding Recommendation: Account #:A6119.495

Mandated or Non-Mandated: Mandated Service

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

Federal	36.5 % =	\$ 4,912,457.96
State	33.5 % =	\$ 4,508,694.29
County	30.0 % =	\$ 4,037,636.67

Cost Per Client Served: Attached Summary List has statistics for all thirty six (36) Institutions being approved. The Department paid a total of \$ 13,458,788.92 for all (36) Institutions in 2012.

Past performance Served:

O.C. Department Staff Comments: The Department is satisfied with the performance of all institutions and the Department contracts with a number of Institutions to ensure the availability of services when needed.

The Institutions offer many varied services, and each Institution has specific areas of specialization (see attached summary under specialized services).

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INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2012
90101	Baker Victory Healthcare Center a/k/a Baker Victory Services	780 Ridge Road Lackawanna, New York 14218	DSS residential services sexual offenders program critical care unit Maternity Residence Group Home	I \$ 265.54 FBH \$ 27.36 I-HTP \$ 380.28 GH \$ 228.62 MD-HTP \$ 387.58	
90201	Berkshire Farm Center and Services for Youth	Route 22 Canaan, New York 12029	drug/alcohol program sex offender program behavioral tx program aggression replacement tx	FBH \$ 39.79 I-HTP \$ 389.69 FBH-T \$ 89.28 GH \$ 241.11 I \$ 261.71	371,686.41
97501	Buffalo Urban League, Inc.	15 East Genesee Street Buffalo, New York 14202	Supervision of adoptive placement special needs adoption services	FBH \$ 34.95	39,226.46
90401	Cayuga Home For Children	P.O. Box 865, 101 Hamilton Ave. Auburn, New York 13021	emotionally disturbed developmentally disabled multi-handicapped autistic independent living program deaf	GH \$ 337.03 I-HTP \$ 322.73 FBH-T \$ 92.46 I-HTP (Emer) \$ 375.48	579,309.92
90501	The Charlton School	P.O. Box 47 Burnt Hills, New York 12027	fire setters emotionally disturbed	I \$ 247.01	
90601	Children's Home of Jefferson County	1704 State Street Watertown, New York 13601	independent living diagnostic unit developmentally disabled emotionally disturbed multi-handicapped	I \$ 236.13 FBH \$ 26.84 FBH-T \$ 53.50	962,057.30
95501	The Children's Home of Kingston, New York	26 Grove Street Kingston, New York 12401	Mental Health Child Welfare Youth Development	I \$ 249.32 GH \$ 221.58 I-HTP \$ 278.49	
90701	Childrens Home of Wyoming Conference	1182 Chenango Street Binghamton, New York 13901	fire setters developmentally disabled emotionally disturbed non-secure services	FBH \$ 30.35 GH-E \$ 263.18 FBH-T \$ 50.81 I \$ 235.15 GH-Boys \$ 222.73 I-E \$ 282.35 GH-Ardsley \$ 222.32	121,578.22
90801	The Roman Catholic Diocese of Albany, New York	27 North Main Street Albany, New York 12203	maternity shelter foster care independent living	FBH \$ 48.15 GR-M \$ 350.00 GR-M/C \$ 300.00 ABH-E \$ 317.21	133,446.12
90901	Community Maternity Services a/k/a Crestwood Children's Center	2075 Scottsville Road Rochester, New York 14623	intensive/secure program diagnostic unit developmentally delayed	I \$ 246.32	
91101	The Devereux Foundation	P.O. Box 490A Villanova, PA 19085	emotionally disturbed-severe / multi-handicapped such as: mild retardation, speech impaired, etc.	HTP \$ 328.32	178,052.05
91301	Elmcrest Children's Center, Inc.	960 Salt Springs Road Syracuse, New York 13324	diagnostic unit multi-handicapped sex offenders program respite	ABH \$ 221.37 I-FS \$ 356.49 I-E \$ 256.20 I-HTP \$ 317.46 I \$ 200.76	1,404,911.66
91401	Equinox, Inc.	95 Central Avenue Albany, New York 12206	drug / alcohol issues fire setters independent living program	GR \$ 177.65	18,664.17
91701	Gateway - Longview Foundation	6350 Main Street Williamsville, New York 14221	drug/alcohol program multi-handicapped respite foster care independent living	I-HTP \$ 392.44 I \$ 251.36 FBH \$ 30.46 FBH-T \$ 44.80	
91901	Hillside Children's Center	1183 Monroe Avenue Rochester, New York 14620	diagnostic unit sex offender program residential tx facility non secure detention	FBH \$ 40.19 I-HTP Horton \$ 329.29 FBH-T \$ 84.11 I-HTP Varick \$ 374.57 I \$ 300.63 I-HTP Systems \$ 504.19 I-HTP Finger \$ 350.55 I-HTP critical \$ 367.42	380,801.46

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INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2012
95601	Jewish Child Care Association of New York	120 Wall Street New York, New York 10005	mental health child welfare youth development	I - Edenwald \$324.06 I - Pleasantville \$351.36 I-HTP \$384.51	GH \$330.52 FBH \$43.81 FBH-T \$88.44
92201	Kidspace National Centers of New York, Inc.	4085 Independence Drive, Schnecksville, PA 18078	fire setters sex offender program drug/alcohol program	FBH-T \$59.31 FBH \$37.98	-
92202	Kidspace National Centers of North America, Inc.	4085 Independence Drive, Schnecksville, PA 18078	fire setters sex offender program drug/alcohol program	FBH-T \$59.31 FBH \$37.98	-
92401	Lake Grove Treatment Centers of New York, Inc. a/k/a Lake Grove Schools	P.O. Box 712, Meriches Road Lake Grove, New York 11755	drug/alcohol program emotionally disturbed developmentally disabled	I-ED \$183.48	-
92501	The LaSalle School Foundation	391 Western Avenue Albany, New York 12203	sex offender program emotionally disturbed drug/alcohol program	I \$259.88 I-HTP \$302.53	94,839.67
92701	Lincoln Hall	P.O. Box 600 RT # 202 Lincolndale, New York 10540	emotionally disturbed drug/alcohol program	I \$308.90 I-E \$333.96	-
94801	Mountain Lake Children's Residence, Inc.	50 Riverside Drive Lake Placid, New York 12946	drug/alcohol program fire setters	I \$199.83 I-HTP \$352.37	-
92801	Northeast Parent and Child Society, Inc.	530 Franklin Street, Schenectady, New York 12305	drug/alcohol program diagnostic unit emotionally disturbed group home	FBH-T \$63.71 GH \$233.91 I \$263.12 ABH \$223.35	\$294.12 I-E I-HTP \$401.02
92901	Oswego County Opportunities, Inc.	239 Oneida Street Fulton, New York 13069	independent living program	ABH \$223.35	-
93101	Parsons Child and Family Center	60 Academy Road Albany, New York 12208	fire setters emotionally disturbed crisis residence	FBH \$43.57 GH \$210.67 G-H-E \$326.57 G-H-S \$267.73	I \$251.56 I-S \$254.46 FBH-T \$65.77 FBH-T MDTFC \$70.90
94601	Snell Farm Children's Center	7320 Snell Hill Road Bath, New York 14810	Anger Management Victim Therapy Sexual Education/Social Skills	I \$346.96	-
93501	St. Catharines Center for Children	40 North Main Avenue Albany, New York 12203	diagnostic unit fire setters multi-handicapped group home	FBH \$45.29 GH \$278.74 TFC \$74.82 GR-prog 2 \$319.35	-
93401	Saint Anne Institute	160 North Main Avenue Albany, New York 12206	drug/alcohol program emotionally disturbed	I \$194.87	I - HTP \$333.39 446,521.99
93601	St. Collman's Home	11 Huswell Road Watervliet, New York 12189	drug/alcohol program multi-handicapped autistic / deaf	ABH \$172.79 I \$182.38	337,084.60
95401	Villa of Hope	3300 Dewey Avenue Rochester, New York 14616	Serious Mental Health Behavioral Issues Psychiatric Illness	I \$277.00 GH \$281.00 I-HTP \$366.65	-

143.

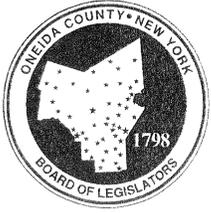
INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2012
93801	Astor Services for Children & Families aka Astor Home for Children	6339 Mill Street, P.O. Box 5005 Rhinebeck, New York 12572	fire setters emotionally disturbed	HTP-I \$ 322.71 FBH-T \$ 63.75	-
94001	The William George Agency For Children's Services, Inc.	380 Freeville Road Freeville, New York 13068	drug/alcohol program critical care unit sex offenders program emotionally disturbed	I \$ 197.36 I-HTP-MR/ED \$ 313.12 I-HTP-SO \$ 306.01 I-HTP-MD \$ 337.13 I-HTP-S \$ 271.68	258,428.65
92101	House of the Good Shepherd	1550 Champlin Avenue Utica, New York 13502	drug/alcohol program diagnostic unit sexually offender program emotionally disturbed multi-handicapped respite residential tx facility non-secure detention fire setters	ABH \$ 222.61 I \$ 230.88 FBH \$ 30.11 I-E \$ 301.52 FBH-T \$ 54.12 I-HTP \$ 365.72 GH \$ 190.57	7,535,905.21
94201	Toomey Residential and Community Services Corp.	1654 West Onondaga Street Syracuse, New York 13204	fire setters multi-handicapped ICF (OMH) Mother/baby developmentally disabled sexually offenders program independent living program OMRDD programs	ABH \$ 248.57 ABH-Van/miles \$ 264.37 FBH-T \$ 35.49 FBH \$ 37.50	170,396.38
94301	Vanderheyden Hall, Inc.	P.O. Box 219 Wynantskill, New York 12198	developmentally disabled sexually offenders program independent living program OMRDD programs	GH \$ 224.25 I-HTP \$ 347.18 I-E \$ 386.66 I \$ 260.95	47,418.40
95801	You Gotta Believe! The Older Child Adoption & Permanency Movement	3114 Mermaid Avenue Brooklyn, New York 11224	Supervision of adoptive placement special needs adoption services	Adopt-fee \$ 35.62	3,740.10
Total Paid 2011					13,458,788.92

Key for Daily Rates:

- ABH = Agency Boarding Home
- ABH - E = Agency Boarding Home Emergency
- FBH = Foster Boarding Home
- FBH - E = Foster Boarding Home Emergency
- FBH-S = Foster Boarding Home Special
- FBH-T = Foster Boarding Home Therapeutic
- GH = Group Home
- GH-E = Group Home Emergency
- GH-S = Group Home Special
- GR = Group Residence
- I = Institutional Rate
- I-E = Institutional Emergency
- I-FS = Institutional Family Support
- I-S = Institutional Special
- I-SI = Institutional Sexual Issues
- M = Maternity
- R = Residential
- MD-HTP = Multiple diagnosis

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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

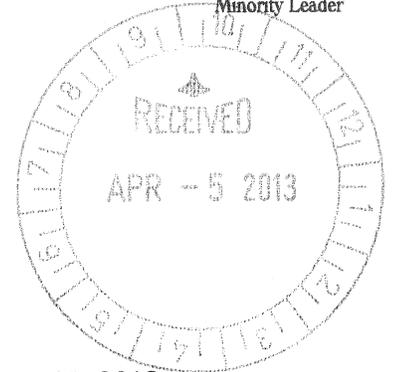
Frank D. Tallarino
Minority Leader

April 5, 2013

FN 20 13-153

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

WAYS & MEANS



Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2013 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 22 landowners owning 1901.1 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **May 8, 2013** thereafter being submitted to the State for final approval.

Respectfully submitted,

GERALD J. FIORINI,
CHAIRMAN OF THE BOARD

GJF:pp
attachments

145.

ONEIDA COUNTY NYS AGRICULTURAL DISTRICTS - OPEN ENROLLMENT - 2013

<u>PIN</u>	<u>OWNER</u>	<u>MUNICIPALITY</u>	<u>DISTRICT</u>	<u>ACRES</u>
32.000-1-52.1	BANKS, STEWART W.	BOONVILLE	3	67.7
303.000-2-1.3	BARRETT, KEN & SHEILA	WHITESTOWN	5	8.0
246.000-1-16	BORIS, BERNARD III & TRACI BORIS	MARCY	7	70.4
164.000-2-2	CLARK, JON G.	CAMDEN	1	39.4
146.000-1-20	CLARK, JON G.	CAMDEN	1	53.5
164.000-2-14	CLARK, JON G.	CAMDEN	1	8.8
366.000-2-38	COLLINS FARM REALTY LLC	PARIS	6	22.4
350.000-2-31.1	COLLINS FARM REALTY LLC	NEW HARTFORD	5	15.1
375.000-1-42.2	COLLINS FARM REALTY LLC	MARSHALL	6	32.2
366.000-1-9.1	COLLINS FARM REALTY LLC	MARSHALL	6	36.9
366.000-1-12.1	COLLINS FARM REALTY LLC	MARSHALL	6	6.1
366.000-1-29	COLLINS FARM REALTY LLC	MARSHALL	6	49.8
366.000-1-30	COLLINS FARM REALTY LLC	MARSHALL	6	10.5
366.000-1-4.3	COLLINS FARM REALTY LLC	MARSHALL	6	20.2
318.056-1-11	CORNERSTONE COMM CHURCH/ONEIDA SQ. PROECT	UTICA	7	0.0
318.056-1-13	CORNERSTONE COMM CHURCH/ONEIDA SQ. PROECT	UTICA	7	0.1
318.056-1-12	CORNERSTONE COMM CHURCH/ONEIDA SQ. PROECT	UTICA	7	0.0
404.000-2-4.1	CROMP, DOUGLAS	SANGERFIELD	6	33.8
405.000-1-1.1	CROMP, DOUGLAS	SANGERFIELD	6	124.2
404.000-2-1.7	CROMP, DOUGLAS	SANGERFIELD	6	16.0

<u>PIN</u>	<u>OWNER</u>	<u>MUNICIPALITY</u>	<u>DISTRICT</u>	<u>ACRES</u>
150.000-1-35	MIECZKOWSKI, JAMES & JANET	ANNSVILLE	1	106.9
129.000-1-11.12	NORMAN, WILLIAM & BAMBI	CAMDEN	1	1.9
129.000-1-11.4	NORMAN, WILLIAM & BAMBI	CAMDEN	1	30.1
129.000-2-1.1	NORMAN, WILLIAM & BAMBI	ANNSVILLE	1	12.3
129.000-2-1.1	NORMAN, WILLIAM & BAMBI	ANNSVILLE	1	1.0
359.000-1-56.1	PECKHAM, GORDON K.	PARIS	6	22.8
227.004-1-41	FILBEAM, DOUGLAS B.	MARCY	7	4.1
227.004-1-6.1	FILBEAM, DOUGLAS B.	MARCY	7	4.0
227.004-1-1	FILBEAM, DOUGLAS B.	MARCY	7	9.6
227.004-1-1	FILBEAM, DOUGLAS B.	MARCY	7	4.0
227.000-1-45.1	FILBEAM, DOUGLAS B.	TRENTON	7	2.1
227.000-1-45.1	FILBEAM, DOUGLAS B.	TRENTON	7	6.5
227.000-1-45.1	FILBEAM, DOUGLAS B.	TRENTON	7	28.2
227.000-1-45.1	FILBEAM, DOUGLAS B.	TRENTON	7	4.0
227.004-1-1	FILBEAM, DOUGLAS B.	MARCY	7	13.1
63.000-2-17.1	FRITCHARD, WILLIAM	BOONVILLE	3	20.5
63.000-2-2.4	FRITCHARD, WILLIAM	BOONVILLE	3	5.1
368.010-1-36.2	STEFANIK, BRIAN	PARIS	6	0.0
368.010-1-36.2	STEFANIK, BRIAN	PARIS	6	6.1
368.010-1-36.2	STEFANIK, BRIAN	PARIS	6	0.1
368.014-1-5.1	STEFANIK, BRIAN	PARIS	6	1.1



ONEIDA COUNTY BOARD OF LEGISLATORS

Harmony Speciale, 728 Noyes Street, Utica, New York 13501
Home Phone: (315) 679-1808 Business (315) 797-1617

April 8, 2013

FN 20 13-154

Honorable Gerald J. Fiorini
Chairman, Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, FL-10
Utica, NY 13501

WAYS & MEANS



Dear Chairman Fiorini:

Please find enclosed the legislation pertaining to an amendment to Rule 52 of the Board of Legislators Rules of the Board. As a newer member of the Board it is sometimes difficult to get to every meeting or to obtain specific details regarding a docket. While the department heads are typically available, I find that some of the elected officials may or may not be at the Board meeting. If an elected or their representative were guaranteed to be available, it would enable the answering of questions as they arise which would then facilitate voting on various measures. It is also an advantage to be able to make inquiries to elected officials on Board day as it is sometimes difficult to fit within their schedules. Certainly if the County Executive or his representative can make himself available, it should not be too much to ask for other elected officials to manage to do the same.

I would appreciate your moving this legislation forward to the appropriate committee for consideration and potential action. If you would like to meet to discuss the proposal, please contact me as I would welcome the opportunity. Thank you for your consideration of this legislation.

Sincerely,

Harmony Speciale 

HARMONY SPECIALE, (D)
Legislator, 22nd District - Utica

Encl (1)

148.

F.N. 2013-XXX
NO. XXX

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. XXX

INTRODUCED BY: *Ms. Speciale*
2ND BY:

**RE: AMENDMENT TO RULE NO. 52 OF THE ONEIDA COUNTY BOARD OF
LEGISLATORS RULES OF THE BOARD**

LEGISLATIVE INTENT: The amendment will reflect consistency between Rule No. 52 of the Rule of the Board with similar rules such as Rule No. 55 (H)

PURPOSE: The purpose of this amendment is two-fold, one element being to ensure consistency within the Rules of the Board with regard to attendance at Board of Legislator meetings for Department Heads and elected county officials having pending legislative actions coming before the Board of Legislators at that specific Board of Legislators meeting. Secondly is the intent to ensure that questions arising at the Board of Legislators meeting can be satisfactorily answered by the elected official or his/her representative and thus enable action to be taken on the legislation at hand.

The Oneida County Board of Legislators Rules of the Board shall be amended as follows (changes indicated in bold and italics):

RULE NO. 52. The County Executive, *elected county officials (Sheriff, Comptroller, District Attorney, County Clerk)* and all Department Heads shall be available on all days when the Board of County Legislators is in session for appearance before the Board of the committees of the Board. When for reasons beyond their control, Department Heads, *the County Executive and elected county officials* are not available, a qualified person from that department must be available to furnish information required.

WHEREAS, the amendment specified herein will yield consistency within the Rules of the Board, and

WHEREAS, it is in the best interest of the citizens of Oneida County to enable the Board of Legislators to act efficiently and effectively during their deliberations of proposed legislation, and

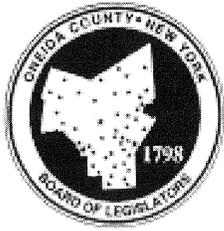
WHEREAS, the proposed amendment will satisfy the ability of the legislators to act expeditiously,

NOW, THEREFORE BE IT HEREBY RESOLVED, that this Legislation is approved by the Oneida County Board of Legislators and said Rules of the Board are amended as proposed.

APPROVED:

DATED:

AYES NAYS ABSENT



ONEIDA COUNTY BOARD OF LEGISLATORS

Dave Gordon, 7 Woodland Road, New Hartford, New York 13413

Cell Phone: (315) 240-1958

April 4, 2013

Honorable Gerald J. Fiorini
Chairman, Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue – FL 10
Utica NY 13501

FN 20 13-155

WAYS & MEANS



Dear Chairman Fiorini:

Attached please find legislation providing for the opportunity for voters to decide on alterations to the existing terms of office for certain elected officials. The public clearly demonstrated its support, when provided the opportunity, to have a voice in its government when they voted to reduce the size of the Board of Legislators. Similarly, the public should have the opportunity to exercise their wishes when it comes to the length of terms of service they find appropriate from their elected officials. As elected officials, we are here ONLY to serve the public. As the Constitution of our great nation is based upon the philosophy of citizen legislators, Oneida County should ensure that we adhere to that concept as well. There should be no career politicians among us as we are to bring our every-day abilities and skills to the citizens to resolve issues as they arise and we are then to return to our areas of employment to enable others to engage and become involved with resolving problems, perhaps from a very different perspective and hopefully with greater success!

To that end, I have crafted legislation that reflects the need for reasonable term limits for the offices of County Legislator, County Executive and County Comptroller. As this action is subject to permissive referendum, its passage only accomplishes the placement of the question on the General Election ballot for determination by the citizens of Oneida County. I would hope and anticipate that the forwarding of this legislation to the appropriate committees and to the full board for action would be as expeditious as was that of the legislation enabling the citizen vote regarding the reduction of the Board of Legislators.

Thank you for your time and consideration. Should you have any questions please feel free to contact me at your convenience. It is imperative that we all work together to demonstrate to the voters that their involvement is crucial and their apathy and mistrust is not warranted!

Sincerely,

David Gordon

David Gordon, (D) – New Hartford
Oneida County Legislator

Atch: Legislation

151

*F.N. 2013-XXX
NO. XXX*

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. XXX

INTRODUCED BY: Mr. Gordon
2ND BY:

**RE: PROPOSED CHARTER LAW ___ of 2013 TO BE PLACED ON THE
GENERAL ELECTION 2013 BALLOT**

A CHARTER LAW TO REFORM COUNTY GOVERNMENT AND RESTRICT SPECIAL INTERESTS BY LIMITING THE TERMS OF OFFICE OF CERTAIN COUNTY ELECTED OFFICIALS

LEGISLATIVE INTENT: The public has clearly demonstrated its dissatisfaction with elected officials holding office for extended periods of time resulting in voter apathy and disinterest. The public perceives that elected officials are not only able to entrench themselves in public office at the taxpayers' expense, but are also able to insulate themselves from the true needs and wishes of the people. Finally, special interests are able to wield great influence on the governmental process when there is no limit on the terms of office of elected officials. All such elements were decisively presented with the approval of the reduction of the Board of Legislators. Additionally, this is not simply a local determination, it is also carried out nation-wide with similar local laws in numerous states and cities including (but not limited to): Oklahoma; California; Colorado; Nebraska; Ohio; Arizona; Michigan; Montana; Arkansas; North and South Dakota; Oregon; Washington; Wyoming; San Antonio and Houston, Texas; Jacksonville, Florida; and Wichita, Kansas. The New York State counties of Westchester, Broome, Suffolk, Cattaraugus, New York City, Steuben and Monroe have previously implemented this citizen representation approach to county government as clearly stipulated in the Constitution of the United States.

PURPOSE: Therefore, the purpose of this law is to prospectively impose a ten (10) year term limit on consecutive service by Oneida County Legislators and an eight (8) year term limit on consecutive service by the elected county-wide officials specified as County Executive and County Comptroller. The changes, subject to permissive referendum, will appear on the ballot at the upcoming election of November 2013.

The Oneida County Charter and Administrative Code shall be amended to add the following section:

SECTION 107. Limited Terms of Office for Certain Elected Officials. The term of office for Oneida County Legislators shall be two (2) years, which shall begin on the first day of January following the general election at which the County Legislators are elected. Commencing with the General Election of 2015 and continuing thereafter, no person shall serve as a County Legislator for more than ten (10) consecutive years.

The term of office of the County Executive shall be four (4) years, from and including the first day of January next following the general election at which the County Executive is elected. The first election of the County Executive having been conducted at the general election in 1959, the election of a County Executive for a full term shall be held each fourth year thereafter. Commencing with the General Election of 2015 and continuing thereafter, no person shall serve as County Executive for more than eight (8) consecutive years.

The term of office of the County Comptroller shall be four (4) years, from and including the first day of January next following the general election at which the County Comptroller is elected. Commencing with the General Election of 2015 and continuing thereafter, no person shall serve as County Comptroller for more than eight (8) consecutive years.

WHEREAS, the limitations specified herein shall not nullify the term of office of any County Legislator, County Executive or County Comptroller currently holding office who has already served ten (10) consecutive years as a County Legislator, County Executive or County Comptroller; and

WHEREAS, it is in the best interest of the citizens of Oneida County to enable the voters to approve the maximum length of terms of service for publicly elected county officials; and

WHEREAS, said approval is mandated by permissive referendum of the electors, and

FURTHER, The proposition to be submitted to the voters at the general election pursuant to this resolution shall be in the following form:

“Shall Resolution No. XXX-2013, Adopting a Charter Law to Reform County Government and Restrict Special Interests by Limiting the Terms of Office of County Legislators to Ten (10) Consecutive Years and County-wide Elected Officials Known as the County Executive and County Comptroller to Eight (8) Successive Years, be Approved?”

NOW, THEREFORE BE IT HEREBY RESOLVED, that this Legislation is approved by the Oneida County Board of Legislators and said Charter Law will be placed in front of the voters for their action at the 2013 General Election.

APPROVED:

DATED:

AYES NAYS ABSENT