



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
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George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS FOR DISTRIBUTION March 11, 2015

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2015-111 . . .	Read & Filed.....	2-3
2015-112 . . .	Economic Development & Tourism, Ways & Means.....	4
2015-113 . . .	Economic Development & Tourism, Ways & Means.....	5-26
2015-114 . . .	Public Safety, Ways & Means.....	27-28
2015-115 . . .	Public Safety, Ways & Means.....	29
2015-116 . . .	Public Safety, Ways & Means.....	30-31
2015-117 . . .	Health & Human Services, Ways & Means.....	32-33
2015-118 . . .	Health & Human Services, Ways & Means.....	34-35
2015-119 . . .	Health & Human Services, Ways & Means.....	36-37
2015-120 . . .	Health & Human Services, Ways & Means.....	38-39
2015-121 . . .	Health & Human Services, Ways & Means.....	40-41
2015-122 . . .	Health & Human Services, Ways & Means.....	42-43
2015-123 . . .	Health & Human Services, Ways & Means.....	44-45
2015-124 . . .	Health & Human Services, Ways & Means.....	46-48
2015-125 . . .	Health & Human Services, Ways & Means.....	49-51
2015-126 . . .	Health & Human Services, Ways & Means.....	52-54
2015-127 . . .	Health & Human Services, Ways & Means.....	55-57
2015-128 . . .	Health & Human Services, Ways & Means.....	58-60
2015-129 . . .	Health & Human Services, Ways & Means.....	61-63
2015-130 . . .	Read & Filed.....	64
2015-131 . . .	Public Works, Ways & Means.....	65
2015-132 . . .	Public Works, Ways & Means.....	66
2015-133 . . .	Health & Human Services, Ways & Means.....	67
2015-134 . . .	Ways & Means, To Board 3/11/15.....	68-69

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

for

FN 20 15-111

MEMORIALIZING PETITION

F.N. 2015-

READ & FILED

SPONSOR(S): Legislators Fort, Tallarino, Clancy, FURGOLO, DAVIS

**A MEMORIALIZING PETITION URGING THE REPRESENTATIVES OF NEW YORK STATE IN THE SENATE AND ASSEMBLY AMEND STATE LEGISLATION TO INCREASE THE RATIO OF RECEIPTS PROVIDED TO THE OWNERS OF VERNON DOWNS FROM 41% TO 50% TO ENSURE THE OPERATION OF VERNON DOWNS RACINO**

**WHEREAS**, the successful existence of Vernon Downs Raceway and Racino is crucial to the ability of taxpayers, employees and related businesses to survive and continue to contribute to the existence of Oneida County and the closely-situated towns, villages and municipalities; and

**WHEREAS**, the county as well as local municipalities have already sustained significant negative impacts to their tax bases and cannot afford the loss of the sizeable tract of land encompassing Vernon Downs and its related property taxes; and

**WHEREAS**, the Oneida Nation Agreement precludes the sale of Vernon Downs from any other entity aside from the Oneida Nation which also would not provide input to the property taxes of the county or municipalities; and

**WHEREAS**, the tax paying residents of Oneida County and the towns of Vernon and Verona already compensate for the losses of said tax levies from the Oneida Nation-owned properties; and

**WHEREAS**, the employees of Vernon Downs and those of related industries (feed suppliers, veterinarians, blacksmiths, lay-up farms, truckers, etc.) as well as businesses closely situated to the track will suffer dire consequences if the track and racino do not remain open for business; now

**THEREFORE**, the members of this Board of Legislators finds it appropriate and reasonable to support the amendment presented above to ensure the survival and success of the Vernon Downs racino and its employees, horsemen and businesses, 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, Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William McGee, New York State Assembly Marc Butler, and all others deemed necessary and proper.

2.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Frank J. Tallarico  
 Chad Dewey  
 Joseph Jurgal  
 Michael Clay  
 Ken Scott  
 William Goodman  
 Philip M. Sacco  
 Harmony Special  
 Joseph Conventuro  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: February 11, 2015



MOHAWK VALLEY COMMUNITY COLLEGE

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

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

March 2, 2015

FN 20 15-112

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

**ECONOMIC DEVELOPMENT  
& TOURISM**



**WAYS & MEANS**

Dear Tony,

I write to request Oneida County approval for an increase to Capital Project account H500 Academic Building-Alumni College Center Exterior Rehabilitation. There are two reasons for the request for additional funding: 1) the bids received were higher than estimated by the architects and 2) since the initial request has been made, the entryways have deteriorated further and required additional work. I am requesting an increase in the Project account of \$78,466 to bring the total budget to \$214,380. I am also requesting the County provide the additional 50% local matching amount of \$39,233 with SUNY providing the other 50%. County consideration of this resolution during the April Legislative cycle would be appreciated so we may move forward with doing the project as soon as the semester ends.

Thank you for your kind attention to this request. I am happy to supply more information at your request.

Sincerely,

Randall J. VanWagoner, Ph.D.  
President

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

Anthony J. Picente, Jr.  
County Executive

Date 3/5/15

4.

February 11, 2015

FN 20 15-113

**ECONOMIC DEVELOPMENT  
& TOURISM**

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

  
Anthony J. Picenta, Jr.  
County Executive

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

**WAYS & MEANS**

Date 2/10/15

Re 2015 Mohawk Valley EDGE – Oneida County Contract

Dear Tony:

Attached are four copies of the proposed 2015 contract between Mohawk Valley EDGE and Oneida County. The proposed agreement includes the funds authorized in the current Oneida County Budget (\$349,874.00) 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 County Board in 2015 with many great opportunities on the horizon. Please do not hesitate to contact me with any questions.

Sincerely,

  
Steven J. DiMeo  
President

CC: Ronald Cuccaro, Chairman EDGE  
Peter Rayhill, County Attorney  
Joseph Saunders, EDGE Counsel  
Shawna Papale, Senior Vice President EDGE



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  
584 Phoenix Drive  
Rome, New York 13440

Title of Activity or Service: 2015 Cultural Contract

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

Client Population/Number to be Served:

**Summary Statements**

**1) Narrative Description of Proposed Services:** 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.

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

**3) Program Design and Staffing:**

**Total Funding Requested:** \$349,874.00      **Account #:** A6432.495 and A3436.495

**Oneida County Dept. Funding Recommendation:** Full funding approved in Oneida County's operating budget for 2015. Passed by BOL Res. #315 of 2014.

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

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

**Past Performance Data:**

**O.C. Department Staff Comments:**

6.

## AGREEMENT

**THIS AGREEMENT** (this "Agreement"), dated as of January 1, 2015, 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 2015 (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, 2015 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 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 2015 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 and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer. 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 and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer. 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 and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer.
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 indentified in the EDGE 2014 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, 2014, 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 and/or confidential or proprietary information belonging to and/or regarding a business prospect or existing employer, 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 approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office, and assist Empire State Development with matters involving the Excelsior Jobs Program.

**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. Such grants include, but are not 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 incentive 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/or Oneida County.

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 operations of the Oneida County Airport to Griffiss International Airport.

**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 2015 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 Eight Hundred Seventy Four and 00/100ths Dollars (\$349,874.00)** in semi-annual payments of **One Hundred Seventy Four Thousand Nine Hundred Thirty Seven and 00/100ths Dollars (\$174,937.00)**.

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: \_\_\_\_\_  
Ronald A. Cuccaro  
Chairperson

Date: 2/12/16

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

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,

15.

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.

16.

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.

17.

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.

I. **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).

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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

22.

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.

25.

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

\_\_\_\_\_

Oneida County Attorney



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

KEVIN W. REVERE  
Director

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

January 27, 2015

FN 20 15-714

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

Enclosed please find three (3) copies of the renewal of Oneida County's [iamresponding.com](http://iamresponding.com) Subscription Agreement with Emergency Services Marketing Corporation, Inc. for the term of February 15, 2015 through February 14, 2017.

The Oneida County Operating Budget money totaling \$72,970.00 will directly fund the subscription and permit the county to continue using [iamresponding.com](http://iamresponding.com) services.

[iamResponding.com](http://iamresponding.com) lets first responder supervisors know immediately who is responding to calls and dispatches, where they are responding, and when they will be responding. This saves critical time, and reduces response times for fire departments, emergency medical response agencies and response teams when responding to emergencies.

I also respectfully request the Board of Legislators approval on this contract.

If I can be of further assistance, please feel free to contact me.

Thank You.

Sincerely,

Kevin W. Revere  
Director of Emergency Services



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

Anthony J. Picente, Jr.  
County Executive

Date 2/25/15

kmg

27.

Oneida Co. Department Emergency Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Emergency Services Marketing Corp., Inc.  
iamresponding.com  
P.O. Box 93  
Dewitt, New York 13214-0093

**Title of Activity or Services:** Renewal of subscription agreement for iamresponding.com

**Proposed Dates of Operations:** February 15, 2015 – February 14, 2017

**Client Population/Number to be Served:** Oneida County

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:**

Fire, Law Enforcement and EMS Interactive Notification Interface

**2). Program/Service Objectives and Outcomes**

Primary objective is to provide 24 hour/7 day week ability of tracking the response and availability of all responding emergency services personnel.

**3). Program Design and Staffing Level**

N/A

**Total Funding Requested:** \$72,970.00

**Oneida County Dept. Funding Recommendation:**

**Proposed Funding Source (Federal \$ /State \$ / County \$):** 3020.492

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

**Past performance Served:** N/A

**O.C. Department Staff Comments:**

28.

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens



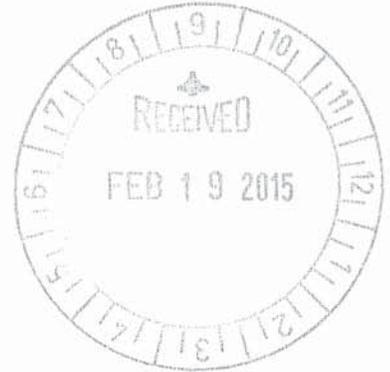
Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

February 17, 2015

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

FN 20 15-115



**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2015 Transfer of Funds of \$12,263.00, which was budgeted in the wrong account. In the approved budget this money was budgeted under two different accounts. I respectfully request that this matter be acted on at the Board of Legislators next board meeting.

The Transfer of funds is as follows:

<u>Transfer from Expense Account</u>	<u>Amount</u>
A3150.212 Computer Software	\$9,810.00
A3150.295 Other Equipment	\$2,453.00

<u>Transfer to Expense Account</u>	<u>Amount</u>
A3150.492 Computer Software & Licenses	\$12,263.00

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

Sincerely,

Robert M. Maciol,  
Oneida County Sheriff

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

Anthony J. Picente, Jr.  
County Executive

Date 2/18/15

Cc: Tom Keeler, Budget Director

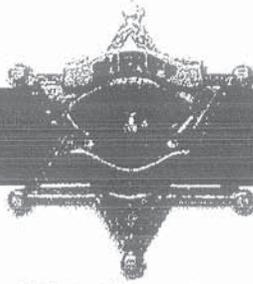
29.

**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



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

February 13, 2015

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

FN 20 15-116

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

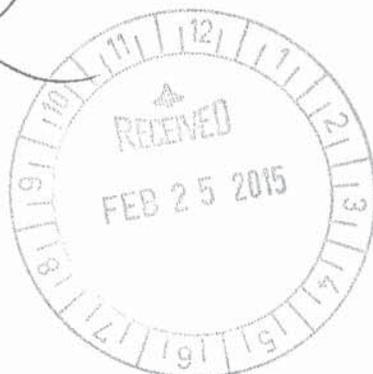
The Sheriff's Office is requesting approval of a Contract with BOCES Consortium of Continuing Education. This Agreement is for the OSHA 10-hour Safety Class to be taught to inmates. This Agreement shall commence on October 1, 2014 and continue through September 30, 2019. This service is used for inmate recreation and behavioral management. It reduces idle time and is used as an incentive for good behavior. **There are no county dollars in this contract.**

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

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

*Robert M. Maciol*  
Robert M. Maciol  
Sheriff



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

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 2/25/15

301

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

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

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

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

Oneida County Department/Office: Sheriff's Office

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name of Proposing Organization: BOCES Consortium of Continuing Education

Title of Activity or Service: Inmate Programs

Proposed Dates of Operation: October 1, 2014 through September 30, 2019

Client Population/Number to be Served: Inmate Population

Summary Statements

**1) Narrative Description of Proposed Services:** Occupational Safety Hazard Administration (OSHA) 10 hour safety class

**2) Program/Service Objectives and Outcomes:** For inmate recreation and behavioral management. Reduces idle time and is used for an incentive for good behavior.

**3) Program Design and Staffing:** n/a

Total Funding Requested: 10/1/14-9/30/15 - \$1125 for the first ten inmates/\$104 for each additional  
10/1/15-9/30/16 - \$1159 for the first ten inmates/\$107 for each additional  
10/1/16-9/30/17 - \$1194 for the first ten inmates/\$111 for each additional  
10/1/17-9/30/18 - \$1230 for the first ten inmates/\$114 for each additional  
10/1/18-9/30/19 - \$1267 for the first ten inmates/\$117 for each additional

Account #: A3152.495

Oneida County Dept. Funding Recommendation: Recommend Funding

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

Cost Per Client Served: n/a

Past Performance Data: Good

Oneida County Department/Office Staff Comments: There are no county dollars in this Agreement.

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

January 23, 2015

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

FN 20 15-117

HEALTH & HUMAN SERVICES



WAYS & MEANS

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

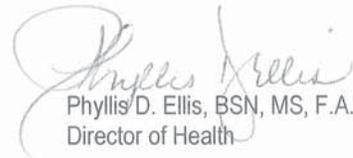
Enclosed please find (3) three copies of an amended Agreement between Debra Cox and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of related services for the period of July 1, 2014 through September 1, 2015.

This is a mandated program. We anticipate reimbursement will be \$31,460.00 for the period of July 1, 2014 through September 1, 2015.

Please contact me if you have any question or require additional information.

*This amendment and extension will now require Board of Legislatures approval.*

Sincerely,

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

Enclosures

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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/25/15

32.

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Education and Transportation of Handicapped Children Program  
**Account Number:** A2960.1953 Related Services

**NAME AND ADDRESS OF VENDOR:** Debra Cox SLP  
1294 Herkimer Road  
Utica, New York 13502

**VENDOR CONTACT PERSON:** Debra Cox

**DESCRIPTION OF CONTRACT:** The Oneida County Health Department contracts with individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations.

**CLIENT POPULATION SERVED:** Preschool Students with Disabilities Mandated by NYS

**PURPOSE OF AMENDMENT:**

This contract amendment and extension represents additional funds totaling \$31,460.00 required for payment of a New York State rate increase from \$45.00 to \$48.00 per half an hour session of related service. Additional funds will also pay for a contract extension from the original end date of 6/30/2015 to 9/1/2015.

**THIS IS CONTRACT PERIOD:** July 1, 2012 to September 1, 2015

NEW  RENEWAL  AMENDMENT

**FUNDING SOURCE:** Contract Amount: \$65,405.00

State Funds	\$38,916.00	59.5% of Total Dollars
County Dollars – Previous Contract	\$9,933.00	40.5% of Total Dollars
County Dollars - This Contract	\$26,489.00	40.5% of Total Dollars

**Approved as to Form by County Attorney:** \_\_\_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

February 18, 2015

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

FN 20 15-118  
HEALTH & HUMAN SERVICES



WAYS & MEANS

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

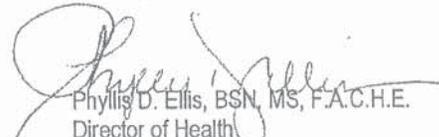
Enclosed please find (3) three copies of an amended Agreement between The ARC, Oneida-Lewis Chapter and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of related services for the period of July 1, 2014 through September 1, 2015.

This is a mandated program. We anticipate reimbursement will be \$30,209.00 for the period of July 1, 2014 through September 1, 2015.

Please contact me if you have any question or require additional information.

*This contract amendment and extension requires Board of Legislatures approval.*

Sincerely,

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

Enclosures

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

  
Anthony J. Picente Jr.  
County Executive

Date 2/25/15

34.

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Education and Transportation of Handicapped Children Program  
**Account Number:** A2960.1953 Related Services

**NAME AND ADDRESS OF VENDOR:** The ARC of Oneida Lewis Chapter  
245 Genesee Street  
Utica, New York 13501

**VENDOR CONTACT PERSON:** Kristyn Crumb

**DESCRIPTION OF CONTRACT:** The Oneida County Health Department contracts with agencies and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations.

**CLIENT POPULATION SERVED:** Preschool Students with Disabilities Mandated by NYS

**PURPOSE OF AMENDMENT:**

This contract amendment and extension represents additional funds totaling \$30,209.00 required for payment of a New York State rate increase from \$45.00 to \$48.00 per half an hour session of related service.

Additional funds will also pay for a contract extension from the original end date of 6/30/2015 to 9/1/2015.

**THIS IS CONTRACT PERIOD:** July 1, 2012 to September 1, 2015

       NEW                             RENEWAL                         X    AMENDMENT

**FUNDING SOURCE:** Contract Amount: \$104,635.00

State Funds	\$62,258.00	59.5% of Total Dollars
County Dollars – Previous Contract	\$70,450.00	40.5% of Total Dollars
County Dollars - This Contract	\$42,377.00	40.5% of Total Dollars

**Approved as to Form by County Attorney:** \_\_\_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## SPECIAL CHILDREN SERVICES

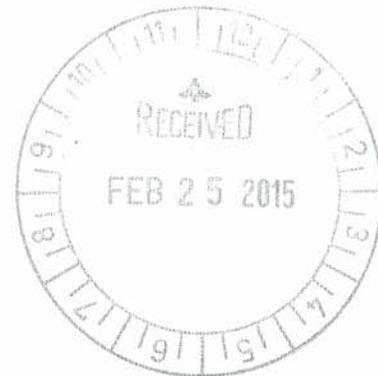
Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

February 12, 2015

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

FN 20

15-119



HEALTH & HUMAN SERVICES

### WAYS & MEANS

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

Enclosed please find (3) three copies of an amended Agreement between Communicare Services and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of related services for the period of July 1, 2014 through September 1, 2015.

This is a mandated program. We anticipate reimbursement will be \$40,598.00 for the period of July 1, 2014 through September 1, 2015.

Please contact me if you have any question or require additional information.

*This contract amendment and extension requires Board of Legislatures approval.*

Sincerely,



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

Enclosures

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



Anthony J. Picente Jr.  
County Executive

Date 2/25/15

36.

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Education and Transportation of Handicapped Children Program  
**Account Number:** A2960.1953 Related Services

**NAME AND ADDRESS OF VENDOR:** **Communicare Services LLC**  
**401 Oxford Street**  
**Oneida, New York 13421**

**VENDOR CONTACT PERSON:** Amber Jones Heidi Allen

**DESCRIPTION OF CONTRACT:** The Oneida County Health Department contracts with individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations.

**CLIENT POPULATION SERVED:** **Preschool Students with Disabilities Mandated by NYS**

**PURPOSE OF AMENDMENT:**

This contract amendment and extension represents additional funds totaling \$40,598.00 required for payment of a New York State rate increase from \$45.00 to \$48.00 per half an hour session of related service.  
Additional funds will also pay for a contract extension from the original end date of 6/30/2015 to 9/1/2015.

**THIS IS CONTRACT PERIOD:** **July 1, 2012 to September 1, 2015**

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

**FUNDING SOURCE:** **Contract Amount: \$149,123.00**

<b>State Funds</b>	<b>\$88,728.00</b>	<b>59.5% of Total Dollars</b>
<b>County Dollars – Previous Contract</b>	<b>\$78,495.00</b>	<b>40.5% of Total Dollars</b>
<b>County Dollars - This Contract</b>	<b>\$60,395.00</b>	<b>40.5% of Total Dollars</b>

**Approved as to Form by County Attorney:** \_\_\_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

January 23, 2015

FN 20 15-100

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

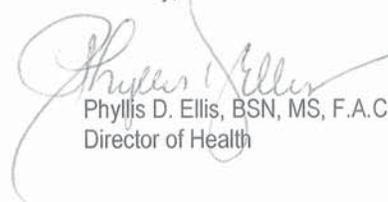
Enclosed please find (3) three copies of an amended Agreement between 3 Circles Therapy and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of related services for the period of July 1, 2014 through September 1, 2015.

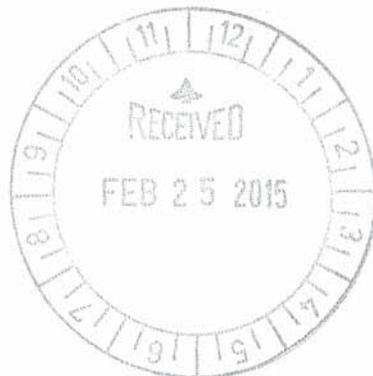
This is a mandated program. We anticipate reimbursement will be \$99,330.00 for the period of July 1, 2014 through September 1, 2015.

Please contact me if you have any question or require additional information.

*This contract amendment and extension requires Board of Legislatures approval.*

Sincerely,

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



Enclosures

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

  
Anthony J. Picente, Jr.  
County Executive

Date: 2/25/15

38.

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Education and Transportation of Handicapped Children Program  
**Account Number:** A2960.1953 Related Services

**NAME AND ADDRESS OF VENDOR:** 3 Circles Therapy OT, PT, SLP Services PLLC  
23 Mexico Street  
Camden, New York 13316

**VENDOR CONTACT PERSON:** Timothy Winchell  
Alison Eisnor-Pitchard

**DESCRIPTION OF CONTRACT:** The Oneida County Health Department contracts with agencies and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations.

**CLIENT POPULATION SERVED:** **Preschool Students with Disabilities Mandated by NYS**

**PURPOSE OF AMENDMENT:**

This contract amendment and extension represents funds totaling \$99,330.00 required for payment of additional treatments by this agency in the first half of 2014, for a New York State rate increase from \$45.00 to \$48.00 per half an hour session of related service starting 7/1/14 and for a contract extension to 9/1/2015.

**THIS IS CONTRACT PERIOD:** July 1, 2013 to September 1, 2015

NEW       RENEWAL       AMENDMENT

**FUNDING SOURCE:** Contract Amount: \$147,330.00

State Funds	\$87,661.00	59.5% of Total Dollars
County Dollars – Previous Contract	\$0.00	40.5% of Total Dollars
County Dollars - This Contract	\$59,669.00	40.5% of Total Dollars

**Approved as to Form by County Attorney:** \_\_\_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 Fax: (315) 798-6441 Email: publichealth@ocgov.net

January 23, 2015

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

FN 20 15-121

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

Enclosed please find (3) three copies of an amended Agreement between Upstate Cerebral Palsy and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of related services for the period of July 1, 2014 through September 1, 2015.

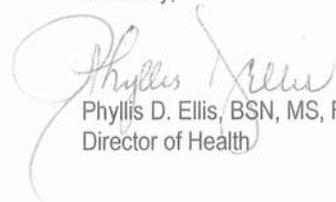
This is a mandated program. We anticipate reimbursement will be \$194,214.00 for the period of July 1, 2014 through September 1, 2015.

Please contact me if you have any question or require additional information.

*This contract amendment and extension requires Board of Legislatures approval.*

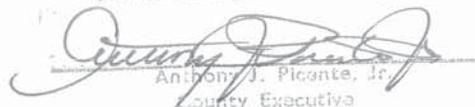


Sincerely,

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

Enclosures

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

  
Anthony J. Picente, Jr.  
County Executive

Date 3/35/15

40

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Education and Transportation of Handicapped Children Program  
**Account Number:** A2960.1953 Related Services

**NAME AND ADDRESS OF VENDOR:** Upstate Cerebral Palsy Inc.  
1020 Mary Street  
Utica, New York 13501

**VENDOR CONTACT PERSON:** Jody L. Kehl

**DESCRIPTION OF CONTRACT:** The Oneida County Health Department contracts with agencies and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations.

**CLIENT POPULATION SERVED:** Preschool Students with Disabilities Mandated by NYS

**PURPOSE OF AMENDMENT:**

This contract amendment and extension represents additional funds totaling \$194,214.00 required for payment of a New York State rate increase from \$45.00 to \$48.00 per half an hour session of related service.

Additional funds will also pay for a contract extension from the original end date of 6/30/2015 to 9/1/2015.

**THIS IS CONTRACT PERIOD:** July 1, 2012 to September 1, 2015

       NEW                             RENEWAL                             X        AMENDMENT

**FUNDING SOURCE:** Contract Amount: \$440,273.00

State Funds	\$261,962.00	59.5% of Total Dollars
County Dollars – Previous Contract	\$171,912.00	40.5% of Total Dollars
County Dollars - This Contract	\$178,311.00	40.5% of Total Dollars

**Approved as to Form by County Attorney:** \_\_\_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 Fax: (315) 798-6441 Email: [publichealth@ocgov.net](mailto:publichealth@ocgov.net)

January 23, 2015

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

EN 20 15-122

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

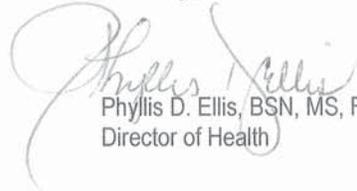
Enclosed please find (3) three copies of an amended Agreement between Building Blocks Learning Center and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of related services for the period of July 1, 2014 through September 1, 2015.

This is a mandated program. We anticipate reimbursement will be \$209,058.00 for the period of July 1, 2014 through September 1, 2015.

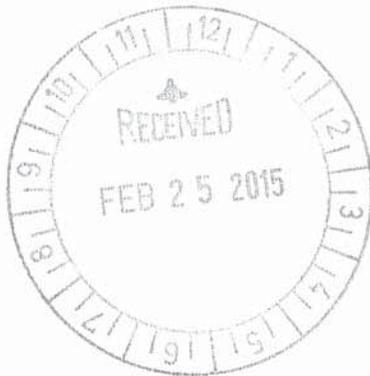
Please contact me if you have any question or require additional information.

*This contract amendment and extensive requires Board of Legislatures approval.*

Sincerely,

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

Enclosures



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/25/15

42

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Education and Transportation of Handicapped Children Program  
**Account Number:** A2960.1953 Related Services

**NAME AND ADDRESS OF VENDOR:** **Building Blocks Learning Center LLC**  
**19 Robinson Road**  
**Clinton, New York 13323**

**VENDOR CONTACT PERSON:** Michele O'Brien

**DESCRIPTION OF CONTRACT:** The Oneida County Health Department contracts with agencies and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations.

**CLIENT POPULATION SERVED:** **Preschool Students with Disabilities Mandated by NYS**

**PURPOSE OF AMENDMENT:**

This contract amendment and extension represents additional funds totaling \$209,058.00 required for payment of a New York State rate increase from \$45.00 to \$48.00 per half an hour session of related service.

Additional funds will also pay for a contract extension from the original end date of 6/30/2015 to 9/1/2015.

**THIS IS CONTRACT PERIOD:** **July 1, 2012 to September 1, 2015**

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

**FUNDING SOURCE:** **Contract Amount: \$517,105.00**

<b>State Funds</b>	<b>\$307,677.00</b>	<b>59.5% of Total Dollars</b>
<b>County Dollars – Previous Contract</b>	<b>\$142,200.00</b>	<b>40.5% of Total Dollars</b>
<b>County Dollars - This Contract</b>	<b>\$209,428.00</b>	<b>40.5% of Total Dollars</b>

**Approved as to Form by County Attorney:** \_\_\_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

January 23, 2015

FN 20 15-123

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

HEALTH & HUMAN SERVICES

### WAYS & MEANS

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for related services rendered to eligible preschool aged children with disabilities.

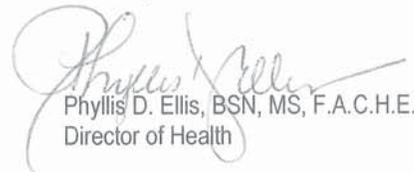
Enclosed please find (3) three copies of an amended Agreement between Network of Children's Therapy and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of related services for the period of July 1, 2014 through September 1, 2015.

This is a mandated program. We anticipate reimbursement will be \$116,672.00 for the period of July 1, 2014 through September 1, 2015.

Please contact me if you have any question or require additional information.

*This contract amendment and extension requires Board of Legislature approval.*

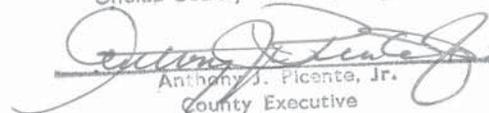
Sincerely,

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

Enclosures



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

  
Anthony J. Picente, Jr.  
County Executive

Date 3/3/15

441

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Education and Transportation of Handicapped Children Program  
**Account Number:** A2960.1953 Related Services

**NAME AND ADDRESS OF VENDOR:** **The Network for Children's Therapy LLC**  
**171 Intrepid Lane**  
**Syracuse, New York 13205**

**VENDOR CONTACT PERSON:** Dr. Cami Riley

**DESCRIPTION OF CONTRACT:** The Oneida County Health Department contracts with agencies and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations.

**CLIENT POPULATION SERVED:** **Preschool Students with Disabilities Mandated by NYS**

**PURPOSE OF AMENDMENT:**

This contract amendment and extension represents additional funds totaling \$116,672.00 required for payment of a New York State rate increase from \$45.00 to \$48.00 per half an hour session of related service. Additional funds will also pay for a contract extension from the original end date of 6/30/2015 to 9/1/2015.

**THIS IS CONTRACT PERIOD:** **July 1, 2012 to September 1, 2015**

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

**FUNDING SOURCE:** **Contract Amount: \$274,580.00**

<b>State Funds</b>	<b>\$163,375.00</b>	<b>59.5% of Total Dollars</b>
<b>County Dollars – Previous Contract</b>	<b>\$49,022.00</b>	<b>40.5% of Total Dollars</b>
<b>County Dollars - This Contract</b>	<b>\$111,205.00</b>	<b>40.5% of Total Dollars</b>

**Approved as to Form by County Attorney:** \_\_\_\_\_

45.



**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

February 4, 2015

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

FN 20 15-124  
HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

Enclosed please find, six (6) copies of the Amended Agreement between Oneida County Office for the Aging, and the Research Foundation for the State University of New York, University at Albany, School of Social Welfare, Center for Excellence in Aging & Community Wellness, for your review and approval.

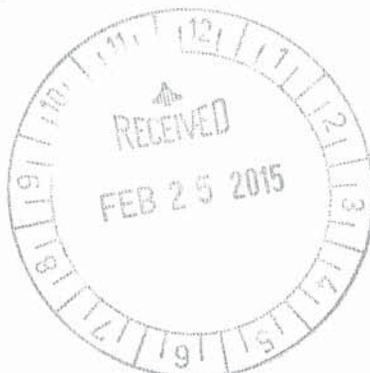
The purpose of this Amended Agreement is to increase the initial Agreement by \$8,800.00, with the total amount of the original Agreement not to exceed \$91,300.00, and to provide additional Systems Integration services to the current contract in Oneida County. The term of this Amendment begins October 1, 2012 and ends December 31, 2015.

**There is no county tax funds associated with this Agreement.**

I am available at your convenience, should you have any questions regarding this amended Agreement.

Sincerely,

Michael J. Romano  
Director



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 2/25/15

MJR/mac

Enclosures

46.

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Research Foundation for the State University of  
New York, For the University at Albany, School of  
Social Welfare, Center for Excellence on Aging and  
Community Wellness  
1400 Washington Avenue  
Albany, New York 12222

**Title of Proposed Service/Program:** **AOA Systems Integration (SI) – Part B**

**Proposed Dates of Operation:** October 1, 2012 - December 31, 2015

**Summary Statements:**

**I. Narrative Description of Proposed Services**

1. To increase the amount of the Agreement by Eight Thousand Eight Hundred Dollars (\$8,800.00), with the total amount of the original Agreement not to exceed Ninety One Thousand Three Hundred Dollars (\$91,300.00).

**II. Service/Program Objectives and Outcomes:**

To provide additional Systems Integration Services in the following areas:

1. Dementia Screening – Continue working with the Dementia Screening Work Group under Systems Integration (SI) Part B, and help to prepare materials for the group meetings and provide other research assistance.
2. Caregiver Screening – Assist with the launch of Caregiver Screening Work Group under SI Part B, and help to prepare materials for the group meetings and provide other research assistance.
3. Options Counseling – Assist with the preparation for Options Counseling Work Group under SI Part B, and help to prepare materials for the group meetings, building on work developed in previous internship time.
4. SI Research Project – Conduct an independent research on a topic related to the SI Project, selected by the Director.

47.

**Total Funding Requested: \$91,300.00**

**Oneida County Department Funding: \$91,300.00**

**Proposed funding Source: (Federal/State/County): Account #: A6772.495.121**

**Federal – 100% (\$ 82,500.00) – Original Agreement**

**Federal – 100% (\$ 8,800.00) – Amended Agreement**

**State – 0% (\$ 0)**

**County – 0% (\$ 0)**

**TOTAL = \$ 91,300.00**

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

**Past Performance Data:**

**Oneida County Department Staff Comments:**

48.



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

January 14, 2015

FN 20 15-125

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.

This Agreement is with the Oneida County Workforce Development which will provide Oneida County Department of Social Services with employment functions for employable recipients of Temporary Assistance.

The term of the Agreement is January 1, 2015 through December 31, 2015. The total cost for this Purchase of Services Agreement is \$ 668,561.49 there is no local cost to support this contract.

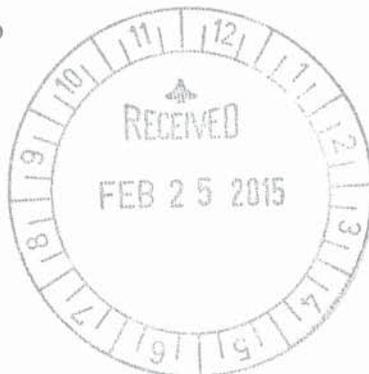
I am respectfully requesting that this matter be forwarded to the Board of Legislators for their review.

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 2/25/15

12/26/14  
# 67307

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:**

Oneida County Department Workforce Development  
209 Elizabeth Street  
Utica, New York 13501

**Title of Activity or Services:** Employment Unit

**Proposed Dates of Operations:** January 1, 2015 through December 31, 2015

**Client Population/Number to be Served:** Employable recipients of Temporary Assistance.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** Workforce Development will provide the Department with Employment functions.

The Contractor will be responsible for but not limited to:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity done according to State mandates and the Department's local Employment Plan.

Communicate with corresponding Temporary Assistance Worker pertinent information concerning case to include but not limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which would have an impact on budgeting or eligibility.

**2). Program/Service Objectives and Outcomes** This program designed to help Employable Family Assistance, Temporary Assistance for Needy Families and Safety Net recipients of Temporary Assistance to reduce their need for public assistance.

**3). Program Design and Staffing Level –**

Staffing: 1 Full-time Coordinator  
1 Full-time Sr. Employment Advisor  
10 Full-time Employment Advisors

**Total Funding Requested:** \$ 668,561.49

**Oneida County Dept. Funding Recommendation:** Account # A6014.49543

**Mandated or Non-mandated:** Mandated

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

<b>Federal</b>	100 % =	\$ 668,561.49
<b>State</b>	0 % =	\$ 0.00
<b>County</b>	0 % =	\$ 0.00

**Cost Per Client Served:**

**Past performance Served:** The Workforce Development began providing this service to the Department in February of 2011 the program was rolled out over a 5 month time frame becoming fully staffed July 1, 2011. The cost of the contract in 2014 was \$ 643,282.00.

**O.C. Department Staff Comments:** The Department is satisfied with the services that the Contractor has provided.

51.



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

January 22, 2015

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

FN 20 15-126  
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.

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental and physical impairments: are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation; are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals; and have no one available who is willing and able to assist them responsibly.

The Department has a legal requirement to accept the responsibility to function as representative payee or protective payee on behalf of an SSI/SSA client, referred by Social Security, if no other resources are available. The Department has the statutory responsibility to provide or arrange for the provision of Protective Services for Adults.

The Agreement with the Rescue Mission of Utica located at 212 Rutger Street, Utica, New York includes financial management, required home visits and all other Protective Services requirements as mandated for the protection of the most vulnerable adults in our County.

The Agreement, effective dates run from January 1, 2015 through December 31, 2015 with a budget of \$67,757.00. The local cost for this effort is 27.18% or \$ 18,416.35. The Contract allows for a caseload of 40 individuals.

I am requesting that this Agreement be forwarded to the Board of Legislators for review and approval.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date: 2/25/15

52.

LAS/tms  
attachment

1/22/15  
# 35203

**Oneida Co. Department Social Services**

**Competing Proposal**   X  

**Only Respondent** \_\_\_\_\_

**Sole Source RFP** \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Rescue Mission of Utica  
212 Rutger Street  
Utica, New York 13501

**Title of Activity or Services:** Representative Payee for Adult Protective Services.

**Proposed Dates of Operations:** January 1, 2015 through December 31, 2015

**Client Population/Number to be Served:** 40 persons requiring Adult protective services:

Protective Services for Adults are provided to individuals 18 years of age and older who, because of mental or physical impairments: are unable to meet their essential needs for food, shelter, clothing or medical care, secure entitlement due them or protect themselves from physical or mental injury, neglect, maltreatment or financial exploitation; are in need of protection from actual or threatened harm, neglect or inaction of either themselves or other individuals; and have no one available who is willing and able to assist them responsibly.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Provides financial management services (payments to creditors, passbook savings account, emergency funds etc.) to those mentally, emotionally, in many cases physically disabled clients. Also provides Case Management Services to these individuals. Insuring basic needs for food, clothing and shelter are met. Decrease emergency room visits and psychiatric admissions within the population.

**2). Program/Service Objectives and Outcomes**

- **Outcome:** Individuals classified in need of adult protective services will receive community based services/assistance to enable them to remain in the least restrictive level of care, for as long as possible.

**Performance:** All individuals receiving adult protective services will receive on going assessment and monitoring to insure that all the identified needs will be met and emerging concerns will be addressed. These services include but are not limited to case planning, casework counseling, emergency assistance, advocacy and referral, financial management, home visiting and transportation.

53.

**3). Program Design and Staffing Level -** Case Managers, monthly home visits in addition to visits in the Community, twenty-four hour emergency on call services.

**Total Funding Requested:** \$ 67,757

**Oneida County Dept. Funding Recommendation:** Account # A6070.49551

**Mandated or Non-mandated:** Mandated service

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

Federal	38.39 %	\$ 26,011.91
State	34.43 %	\$ 23,328.74
Local	27.18 %	\$ 18,416.35

**Cost Per Client Served:**

**Past performance Served:** The Provider has provided this service beginning November 1, 2011. The cost of the contracts for this service in 2014 was \$ 64,278.

**O.C. Department Staff Comments:** This service was sent out for RFP beginning 2014 and the Department received one response which was Rescue Mission



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

January 22, 2015

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

FN 20 15-127

**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 Department has contracted with Mohawk Valley Community Action for several years for Parent Aide Services. The Parent Aide provides intensive in-home services to our most dysfunctional families. The goal is to provide Preventive Services and re-direct the families to avoid child abuse, neglect and foster care placement.

Parent Aide Services is defined by New York State Office of Children and Family Services as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills, personal coping behavior, personal hygiene and anger management.

This Agreement has the term January 1, 2015 through December 31, 2015 and totals an annual cost of \$463,078.00. The local cost to support this effort is 27.18 % or \$ 125,864.60. The provision of this service is a vital element in our Preventive Services Program.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Thank you for your attention to this matter.

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 2/25/15

55

1/22/15  
# 14901

Oneida Co. Department Social Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Mohawk Valley Community Action  
9882 River Road  
Utica, New York 13502

**Title of Activity or Services:** Parent Aide Services

**Proposed Dates of Operations:** January 1, 2015 through December 31, 2015

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

Parent Aides will provide community-based services to 145 families at any given time in order to prevent foster care and to return children from foster care. The use of this program is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care. .

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Parent Aide Service is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designated to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills, personal coping behavior, personal hygiene and anger management.

**2). Program/Service Objectives and Outcomes**

Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

**3). Program Design and Staffing Level -**

1 Program Manager  
10 Family Specialists

**Total Funding Requested:** \$ 463,078.00

56

**Oneida County Dept. Funding Recommendation:** Account # A6070.49547

**Mandated or Non-mandated:** Preventive Mandated service

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

<b>FEDERAL</b>	38.39 % -	\$ 177,775.64
<b>STATE</b>	34.43 % -	\$ 159,437.76
<b>COUNTY</b>	27.18 % -	\$ 125,864.60

**Cost Per Client Served:**

**Past performance Served:** Mohawk Valley Community Action has had a contract with Oneida County Department of Social services for Parent Aides since 1985. The total contracted cost of this contract in 2014 was \$ 346,392.

**O.C. Department Staff Comments:** The Department sent this service out to RFP in 2014 and received 4 responses. The Department has awarded the Contract to Mohawk Valley Community Action which will provide service in the most cost effective way.

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

January 20, 2015

FN 20 15-128

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.

Enclosed is a renewal Purchase of Services Agreement with Kids Oneida Inc. for operation of the Step Down Program.

The services will be a scaled back wrap around model with less intense service and lower cost than the Kids Oneida Program. The children entering the Step Down Program will be selected from the high cost residential care and Kids Oneida Program. This program will create a less intense, less costly option for the entire service system forcing residential care institutions and Kids Oneida to expedite cases through the system. The Step Down Program will continue to reduce the cost of out of home placements by appropriately placing the identified children in a lower level of care.

The services are paid on rate of \$ 1,149.00 per month per child with a maximum of 40 slots. The term of this Agreement is January 1, 2015 through December 31, 2015 with a total amount not to exceed \$ 551,520.00 with a local cost of 27.18 % or \$ 149,903.14.

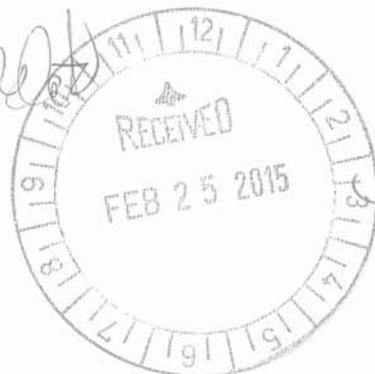
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

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: 3/35/15

58.

1/9/15  
# 23803

Oneida Co. Department Social Services

Competing Proposal  X

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.  
310 Main Street  
Utica, New York 13501

Title of Activity or Services: Step Down Program

Proposed Dates of Operations: January 1, 2015 – December 31, 2015

Client Population/Number to be Served:

40 Children (Maximum at any given time)

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Contractor will provide children with a scaled back wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than Kids Oneida.

**2). Program/Service Objectives and Outcomes -**

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.  
**Performance:** Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.  
**Outcome #2:** Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.  
**Performance:** Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

### 3). Program Design and Staffing Level -

See number one (1)

**Total Funding Requested:** \$ 1,149 per month per child

**Oneida County Dept. Funding Recommendation:** Account # A6119.495

**Mandated or Non-mandated:** Preventive services are mandated

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

<b>Federal</b>	38.39 %	\$ 441.10	per month per child
<b>State</b>	34.43 %	\$ 395.60	per month per child
<b>County</b>	27.18 %	\$ 312.30	per month per child

**Cost Per Client Served:** \$ 1,149 per child per month. The Program will serve a maximum of 40 children at any one time.

**Past performance Served:** This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home. The Contractor was paid \$ 1,249 per child per month at a cost of \$ 585,241.92 for the period November 2013 through October 2014.

#### **O.C. Department Staff Comments:**

The Step Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Trade a high cost placement for Kids Oneida Regular Step down program.
- Mechanism-Kids Oneida will identify children who can move directly from High Cost Residential Care to the Step-Down option of Services.

This program was submitted through the Request for proposal process and the Department received two (2) respondents and Kids Oneida was awarded the contract.

66.

**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

January 20, 2015

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

FN 20 15-129



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.

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc. for operation of an Integrated Service delivery system based on wrap-around care principles.

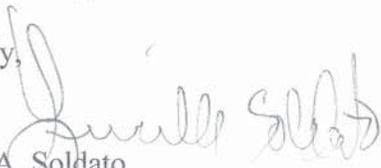
The service will be provided as a care management system for clientele referred by the committee on appropriate placement (JD/PINS), DSS placement committee (Abuse/Neglect) and Committees on Special Education. The children placed in this program are assessed and begin to receive the appropriate level of community based services. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improved child and family functioning.

The services are paid on rate of \$ 1,900.00 per month per child. The term of this Agreement is January 1, 2015 through December 31, 2015. The Contractor was paid \$ 3,083,219.06 for the period of October 2012 through September 2013 with a local cost of 27.18 % or \$ 832,388.53.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

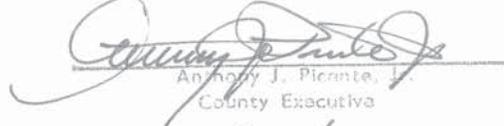
Thank you for your consideration.

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: 2/3/15

61.

1/9/15  
# 23801

Oneida Co. Department Social Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Kids Oneida Inc.  
310 Main Street  
Utica, New York 13501

**Title of Activity or Services:** Case Management System

**Proposed Dates of Operations:** January 1, 2015 – December 31, 2015

**Client Population/Number to be Served:** Youth placed by committees on appropriate placement (PINS/JD), DSS Placement Committee (Abuse/Neglect), and Committees on Special Education.

135 Children (Maximum at any given time)

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the committee on appropriate placement and placement committee.

**2). Program/Service Objectives and Outcomes -**

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to

62.

institutionalization.

**3). Program Design and Staffing Level -**

See number one (1)

**Total Funding Requested:** \$ 1,900.00 per month per child

**Oneida County Dept. Funding Recommendation:** Account # A6119.495

**Mandated or Non-mandated:** Preventive services are mandated

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

<b>Federal</b>	38.39 %	\$ 729.41
<b>State</b>	34.43 %	\$ 654.17
<b>County</b>	27.18 %	\$ 516.42

**Cost Per Client Served:** \$ 1,900.00 per child per month.

**Past performance Served:** The Department has contracted with this provider for this service since 1998. The Contractor was paid \$ 2,034 per child per month at a cost of \$ 3,083,219.06 for the period November 2013 through October 2014.

**O.C. Department Staff Comments:**

The contractor puts additional resources into the children currently institutionalized, this will save Oneida County money because the length of stay in the Institution will decrease and the cost of the Institution will be paid by the Contractor while under the care of the Contractor.

This program was submitted through the Request for proposal process and the Department received two (2) respondents and Kids Oneida was awarded the contract

63.



# 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

March 3, 2015

FN 20 15-130

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

**READ & FILED**

Honorable Members:

Pursuant to the recommendation of the Oneida County Agricultural & Farmland Protection Board and to Article 25AA, Section 302 of the Agriculture & Markets Law, I hereby appoint **Mr. Paul van Lieshout**, a Farmer member, of 6940 Collins Rd., Durhamville, NY 13054.

The appointment is effective immediately to fill out the term of George Gafner and will expire on December 31, 2017.

This appointment does not require Board approval.

Respectfully submitted,

  
GERALD J. FIORINI, CHAIRMAN  
ONEIDA COUNTY BOARD OF LEGISLATORS

GJF:pp

cc: Farmland Protection Board members  
County Clerk



64

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



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

## Oneida County Department of Public Works

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

March 10, 2015

FN 20 15-131

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

### PUBLIC WORKS

### WAYS & MEANS

Dear County Executive Picente,

There is unanticipated revenue from D2302, Reimbursable Snow Removal; therefore, there is a need to increase D5144.109 Salaries, Other and D5144.413 County Road, Rent/Lease-Property Equipment for FY 2014 to clean up year-end expenses.

I respectfully request the following 2014 supplemental appropriations be considered:

D5144.109	Salaries, Other	\$ 80,579.00
D5144.413	County Road, Rent/Lease-Property Equipment	<u>\$114,904.00</u>
<b>TOTAL</b>		<b>\$195,483.00</b>

Supported by unanticipated revenue in:

D2302	State Snow	\$195,483.00
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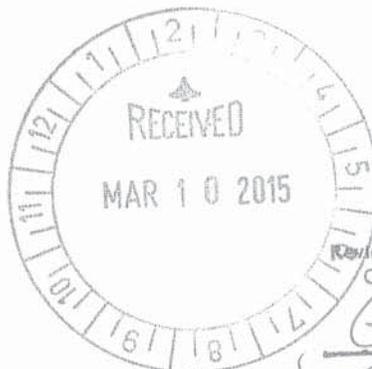
If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

Dennis S. Davis  
Commissioner

DSD/mp

cc: Joseph Timpano, Comptroller  
Thomas Keeler, Budget Director  
Anthony Carvelli, Finance Director



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

  
Anthony J. Picente, Jr.  
County Executive

Date 3/10/15

65

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
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## Oneida County Department of Public Works

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

March 10, 2015

FN 20 15-132

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

### PUBLIC WORKS

### WAYS & MEANS

Dear County Executive Picente,

There is a need for additional funds in the county road fund for other expenses due to an unusually heavy 2014/2015 snow season.

Therefore, I am requesting the following 2014 Transfer:

From:	<b>D5010.493</b>	<b>\$ 3,050.00</b>
	<b>D5110.491</b>	<b>\$ 82,989.00</b>
	<b>D5110.495</b>	<b>\$ 86,775.00</b>
	<b>D5142.491</b>	<b>\$ 3,259.00</b>
	<b>D5142.425</b>	<b>\$ 463.00</b>
<b>To:</b>	<b>D5142.495 (Other Expenses)</b>	<b>\$176,536.00</b>

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the Board of Legislators at their regular scheduled meeting.

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis  
Commissioner

DSD/mp  
Enclosure(s)

cc: Joseph Timpano, Comptroller  
Thomas Keeler, Budget Director



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

Anthony J. Picente, Jr.  
County Executive

Date 3/10/15

66.



Anthony J. Picente, Jr., County Executive

Debra A. Whiteford, Interim-Commissioner



120 Airline Street  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670

FN 20 15-133



February 25, 2015  
The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

The Department of Mental Health has been notified by the NY State Office of Mental Health that additional state aid has become available and is intended for 2014 (last year) & more funding for 2015. These additional funds will be used to cover agency programs that were under funded in 2014 and to continue to support ongoing programs in 2015. **There will be no additional cost to the County required in support of this request.**

I therefore request approval for the following supplemental appropriations:

**2014**

Account	Agency	Increase	Original Appropriation	New Appropriation
AA# A4310.49517	UCP	\$ 243,188.00	\$ 765,892.00	\$1,009,080.00
AA# A4310.49526	Neighborhood Center	\$ 661,743.00	\$1,742,566.00	\$2,404,309.00
AA# A4310.49515	Insight House	\$ 30,671.00	\$1,512,612.00	\$1,543,283.00
Total:		\$ 935,602.00		

These supplemental appropriations was fully supported by unanticipated revenue in **2014**:

RA# A3490 State Aid – OMH **Increase \$ 935,602.00**

**2015**

Account	Agency	Increase	Original Appropriation	New Appropriation
AA# A4310.49519	CNY Services	\$ 12,677.00	\$1,507,205.00	\$1,519,882.00
AA# A4310.49525	RCIL	\$ 250.00	\$ 404,587.00	\$ 404,837.00
AA# A4310.49522	Utica Rescue Mission	\$ 5,676.00	\$1,049,719.00	\$1,055,395.00
AA# A4310.49518	HTC	\$ 52,436.00	\$ 82,334.00	\$ 134,770.00
Total:		\$ 71,039.00		

These supplemental appropriations was fully supported by unanticipated revenue in **2015**:

RA# A3490 State Aid – OMH **Increase \$ 71,039.00**

Respectfully submitted,

Debra A. Whiteford  
Interim-Commissioner of Mental Health

CC: Budget  
Comptroller  
County Attorney

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

Anthony J. Picente, Jr.  
County Executive

Date 3/10/15

47.



**ONEIDA COUNTY BOARD OF ELECTIONS**

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

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

**JORDAN S. KARP**  
Democratic Commissioner  
(315) 798-5761

**ROSE M. GRIMALDI**  
Republican Commissioner  
(315) 798-5763

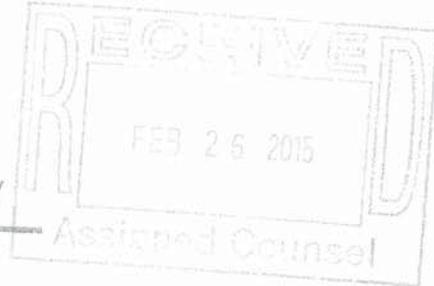
February 23, 2015

Oneida County Executive Anthony J. Picente, Jr.

Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor

Utica, New York 13501

FN 20 15-134



**WAYS & MEANS**

*For Board  
Action  
3/11/15*

Dear County Executive Picente:

Attached you will find 4 copies of an Amendment to a Contract between the Oneida County Board of Elections and the New York State Board of Election for approval. The attached Appendix "X", will extend the date for the use of Voter Education/Poll Working Training Grant Funding from April 1, 1015 until March 31, 2016, with an original Grant amount of \$109,044.00. Presently there is a balance of \$25,938.96. Since this Amendment extends the time to expend the funding and the original Contract was approved by the Board of Legislators, we believe that this Amendment does not require Board approval.

Time is of the essence and due to requirements by the State of New York, the attached Appendix "X" must be executed and forwarded back to the State by March 31, 2015. Please execute the same and return to our office as soon as possible.

Thank you for your anticipated cooperation.

Sincerely,

Jordan S. Karp

Democratic Commissioner

Rose Marie Grimaldi

Republican Commissioner



Encls.

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

Anthony J. Picente Jr.  
County Executive

Date 3/10/15

*68*

Oneida Co. Department:

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Federal Agreement/Revenue \_\_\_\_\_

Oneida County Contract Summary

Name of Proposing Organization: New York State Board of Elections

Title of Activity or Service: Extension of Grant for Voter Education/Poll Working Training and Poll Site Access Improvement. Original Grant amount \$109,000.00.

Proposed Dates of Operation: April 1, 2015 to March 31, 2016

Client Population/Number to be served: N/A

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** This Grant is to be used for Voter Education/Poll Worker Training and also for Poll Site Access Improvements.
- 2) **Program/Service Objectives and Outcomes:** Voter Education within Oneida County, Training of Poll Workers in class and on-line for recertification of new website and also improve poll site accessibility for voters, if required.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** 0

**Oneida County Dept. Funding Recommendation:** 0

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Federal funds administered by State.

**Cost Per Client Served:** n/a

**Past Performance Data:** n/a

**O.C. Department Staff Comment:** Appendix "X" is an extension to the Grant for Voter Education/Poll Worker Training and Poll Site Access Improvement Contract in the original sum of \$109,000.00. This extension commences April 1, 2015 until March 31, 2016. Grant funds remaining \$25,938.96.

69.