

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION February 11, 2015

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2015-065 . . .	Public Works, Ways & Means	.....
2015-078 . . .	Public Works, Ways & Means	.....
2015-079 . . .	Public Works, Ways & Means	.....
2015-080 . . .	Public Works, Ways & Means	.....
2015-081 . . .	Read & Filed (On file in Clerk's Office)	.....
2015-082 . . .	Ways & Means	.....
2015-083 . . .	Read & Filed	.....
2015-084 . . .	Read & Filed	.....
2015-085 . . .	Government Operations, Ways & Means	.....
2015-086 . . .	Government Operations, Ways & Means	.....
2015-087 . . .	Public Safety, Ways & Means	.....
2015-088 . . .	Public Safety, Ways & Means	.....
2015-089 . . .	Public Safety, Ways & Means	.....
2015-090 . . .	Public Safety, Ways & Means	.....
2015-091 . . .	Public Safety, Ways & Means	.....
2015-092 . . .	Public Safety, Ways & Means	.....
2015-093 . . .	Public Safety, Ways & Means	.....
2015-094 . . .	Public Safety, Ways & Means	.....
2015-095 . . .	Public Safety, Ways & Means	.....
2015-096 . . .	Public Safety, Ways & Means	.....
2015-097 . . .	Health & Human Services	.....
2015-098 . . .	Health & Human Services	.....
2015-099 . . .	Economic Development & Tourism	.....
2015-100 . . .	Ways & Means	.....
2015-101 . . .	Health & Human Services, Ways & Means	.....

AVAILABLE ON WEBSITE ONLY

www.ocgov.net

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



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

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

December 24, 2014

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

FN 20 15-065

**PUBLIC WORKS
WAYS & MEANS**

Dear County Executive Picente,

The Town of Deerfield has requested a Lease agreement for approximately one (1) acre of land at the former Boradacres site. Land would be used by the Town for the purpose of constructing a pole barn to house its snow and ice control operations, including but not limited to snowplows, maintenance vehicles, salt, sand, and/or other equipment used in connection therewith.

The proposed term of this agreement would be for a period ending April 1, 2019. Rent for the term of this agreement would be the sum of \$1.00.

If you concur, please forward the enclosed lease agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

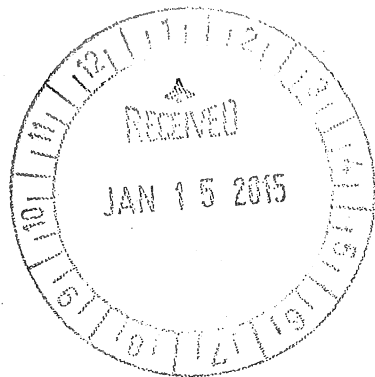
Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 1/15/15



Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Town of Deerfield
6329 Walker Road
Deerfield, NY 13502

Title of Activity or Service: Lease Agreement

Proposed Dates of Operation: Begin Upon Execution - Ending 01Apr2019

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The Town of Deerfield has requested a Lease agreement for approximately one (1) acre of land at the former Boradacres site. Land would be used by the Town for the purpose of constructing a pole barn to house its snow and ice control operations, including but not limited to snowplows, maintenance vehicles, salt, sand, and/or other equipment used in connection therewith.

The proposed term of this agreement would be for a period ending April 1, 2019. Rent for the term of this agreement would be the sum of \$1.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$1.00 Account #: A2412

Oneida County Dept. Funding Recommendation: \$1.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$1.00 Revenue

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the County of Oneida, NY, a municipal corporation organized and existing under the laws of the State of New York, with offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "Landlord", and the Town of Deerfield, NY, a municipal corporation organized and existing under the laws of the State of New York, with offices at 6329 Walker Road, Deerfield, NY 13502, hereinafter known as "Tenant";

WHEREAS, the Landlord is the owner of a parcel of land on Walker Road in the Town of Deerfield upon which the former Broad Acres Skilled Nursing Facility is located; and

WHEREAS, the Tenant wishes to let from the Landlord, and the Landlord wishes to let to the Tenant, a one (1) acre portion of said parcel for the purpose of constructing a pole barn, lean-to or similar facility to house its snow and ice control operations, including but not limited to snowplows, maintenance vehicles, salt, sand and/or other equipment used in connection therewith; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **DEMISED PREMISES.** The Landlord hereby lets to the Tenant the Demised Premises, consisting of one (1) acre of land situate on the former Broad Acres site on Walker Road in the Town of Deerfield, NY, as more particularly shown on Exhibit A, annexed hereto and made a part hereof.

2. **USE.** The Demised Premises are to be used by the Tenant in connection with its snow and ice control operations, which may include the construction of a pole building, lean-to or similar structure to house its snowplows, maintenance vehicles, salt, sand and/or other equipment used in connection therewith. The Demised Premises shall be used for no other use or activity other than as herein specified.

3. **TERM.** The term of this agreement shall be for a period of four (4) years and three (3) months, commencing on January 1, 2015 and ending on April 1, 2019, unless sooner terminated in accordance herewith.

4. **RENT.** The rent to be paid by the Tenant to the Landlord for term of this Agreement shall be the sum of \$1.00.

5. **IMPROVEMENTS/ALTERATIONS.** It is understood that the Tenant intends to construct a pole barn, lean-to or similar structure on the property to house its snow control operations. The Landlord hereby grants to Tenant the authority to construct such building upon the Demised Premises, subject to prior written approval of the building plans and specifications by the Oneida County Department of Public Works and the location of same upon the Demised Premises, the approval of which shall not be unreasonably withheld, conditioned or delayed. Additionally, the Tenant shall have the right to arrange for installation of utilities to the Demised Premises as may be necessary for its operations. The cost of all such improvements and alterations shall be at the Tenant's sole expense. Prior to commencement of construction, the Tenant shall secure any and all required permits and licenses and pay any fees or expenses in connection therewith.

6. **SECURITY.** The Tenant shall be responsible for constructing gates and barricades as directed by the Oneida County Department of Public Works as may be necessary to control access to Broadacres Road and prevent public access to the remainder of Landlord's property, the cost of which shall be at Tenant's sole expense.

7. **MAINTENANCE AND REPAIRS.** The Tenant shall be responsible for all ordinary maintenance and repairs to the Demised Premises and any building or structure erected thereon, including lawn maintenance and snow removal.

8. **UTILITIES.** The Tenant shall be responsible for payment of any and all utilities consumed by it in connection with its use of the property, as may be applicable.

9. **REMOVAL/RESTORATION.** The Tenant shall have the right to remove any improvements erected by it upon the Demised Premises at the expiration of this Lease, provided the property is restored to the same condition as it existed at the inception of this Lease. Should the Tenant elect not to remove such improvements, the Landlord reserves the right to direct the Tenant to remove such improvements at Tenant's expense or to retain the improvements.

10. **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant shall, at Tenant's own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the Demised Premises as a result of Tenant's use and occupancy thereof, made by any governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority, including, but not limited to, complying with all laws, ordinances, rules, regulations and orders pertaining to fire, ventilation and environmental safety.

11. **ACCESS TO PREMISES BY LANDLORD.** Landlord shall maintain the right to enter upon and inspect the Demised Premises at all reasonable hours for the purpose of examining the same or making emergency repairs, provided, however, that reasonable advance notice is given to Tenant.

12. **INSURANCE.**

a. The Tenant shall, at Tenant's sole cost and expense, at all times during the term, provide and keep in force full general public liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) for injury or death to any one or more persons, and damage to property, all with respect to any one (1) accident, protecting and indemnifying Landlord from liability for injuries to persons or damage to property occurring in, at or about the Demised Premises by reason of Tenant's use and/or occupancy of the Demised Premises. Any such policy of insurance shall name Landlord as additional insured thereunder.

b. Tenant shall, at Tenant's own cost and expense, at all times during the term, provide and keep in force fire insurance with extended coverage endorsement on all Tenant's trade fixtures and equipment located in or upon the Demised Premises, in an amount equal to the full replacement cost thereof, excepting, that in the event Tenant shall obtain such insurance with a co-insurance clause, Tenant shall only be required to maintain such insurance in an amount equal to such co-insurance percentage of full replacement cost, but in no event less than eighty percent (80%) thereof.

c. Tenant shall, prior to commencement of the term, deliver to Landlord a duplicate original or a certificate of all policies of insurance required to be provided by Tenant under this Lease, together with evidence of payment therefor, and including an endorsement which states

that such insurance may not be cancelled except on at least ten (10) days prior written notice to Landlord. All policies of insurance required to be provided and kept in force by Tenant in accordance herewith shall be written by one or more insurance companies authorized to do business in the State of New York and shall waive any rights of subrogation on the part of the insurer against Landlord or Landlord's designees. At least twenty (20) days prior to expiration of any such policy, Tenant shall deliver to Landlord a duplicate original or a certificate of all policies procured in replacement or renewal thereof, which policy or policies, if in replacement, shall have a similar cancellation provision.

13. **INDEMNIFICATION.** The Tenant shall defend with competent counsel, indemnify and hold Landlord harmless from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the use and/or maintenance of the Demised Premises by Tenant or Tenant's agents or employees.

14. **TERMINATION.** The Tenant shall have the right to terminate this Lease upon ninety (90) days' written notice to Landlord, which notice shall specify the date of termination. In the event of expiration or termination of this lease, whether under the provisions of this section or otherwise, Tenant shall quit and deliver possession of the Demised Premises to the Landlord on or before the date of such termination in the same condition as at the inception of this lease, except as otherwise provided herein.

15. **NOTICES.** All notices to be served upon either party shall be in writing and delivered by personal delivery or by registered or certified mail, addressed to the parties at the

addresses hereinabove mentioned, or to such other address or addresses as may from time-to-time be provided.

16. **WAIVER AND MODIFICATION.** Failure to insist upon the strict performance of any of the terms and covenants contained herein shall not be construed as a waiver thereof. This agreement may not be modified unless such modification is evidenced by a written document signed by the parties hereto and executed with the same formality as this instrument.

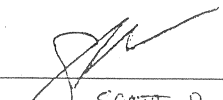
16. **BINDING EFFECT.** This lease and the covenants and agreements herein contained shall be binding upon the parties hereto and upon their respective successors and/or assigns.

IN WITNESS WHEREOF, the parties have caused this Instrument to be signed on the day and year first above written.

In presence of:

Town of Deerfield, NY


County of Oneida, NY

By: 
Name: SCOTT P. MAHARDY
Title: SUPERVISOR

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

Approved As To Form

ONEIDA COUNTY ATTORNEY

By: 

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



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

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

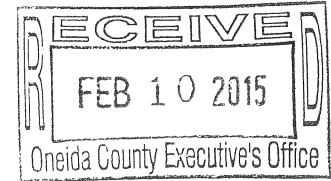
January 26, 2015

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

FN 20 15-078

PUBLIC WORKS

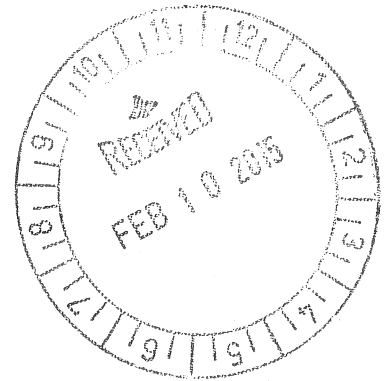
WAYS & MEANS



Dear County Executive Picente,

I respectfully request a board transfer to cover an anticipated 2015 funding deficiency in A1620.4951. As shown on the list below, there will be an estimated \$100,000 deficit by years end.

<u>Company/Service</u>	<u>Estimated Expense</u>
REM Fire Systems, Inc.	30,000.00
NYS Industries for the Disabled	1,482,176.00
Pest Control	10,383.40
Elevator Inspections	7,140.00
Waste Pit Cleaning (Pump Station, OCOB)	2,350.00
Guard Services (Union Station)	134,000.00
Additional Mat Changing Service	2,654.88
Asbestos Licensing	300.00
Taxes - Town of Whitestown	1151.47
Uninterruptable Power Supply Service Contract	6,448.74
C & S Engineering (FAA Land Release)	25,000.00
<u>Additional Expenses</u>	<u>24,000.00</u>
TOTAL Estimated Expenditures	\$1,725,604.49
Current Budget	\$1,625,000.00
Estimated Deficit	\$100,604.50



If you approve, please forward a request to the Oneida County Board of Legislators to approve a transfer of \$100,000.00 from A1620.414 to A1620.4951. A1620.414, Utilities, is expected to have a budget surplus due to energy prices that have become significantly lower than forecasted.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 2/10/15

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

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



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

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

January 21, 2015

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

FN 20 15-079

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

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

Pursuant to Section I of the existing contract between the Unified Court System and Oneida County, it is necessary to establish a renewal period within the five year term of this agreement. Said renewal period shall commence April 1, 2014 and shall terminate March 31, 2015. During this 2014-2015 renewal period, all terms and conditions of the above referenced Agreement shall continue to apply except as specified below.

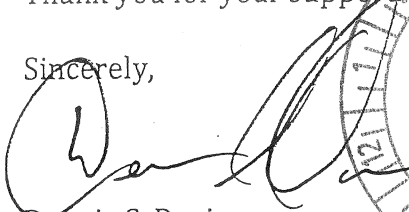
The proposed budget for services to be rendered pursuant to this contract in the 2014-2015 renewal period shall be \$523,499.00. The enclosed Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's.

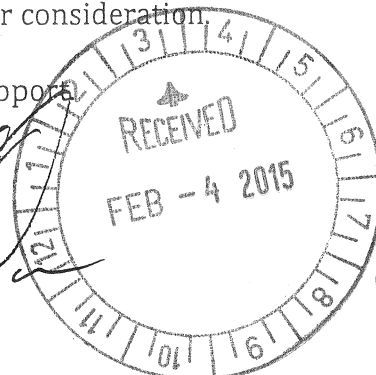
This revenue was approved by the Oneida County Board of Legislators as part of the 2015 Operating budget in revenue line A3022.

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

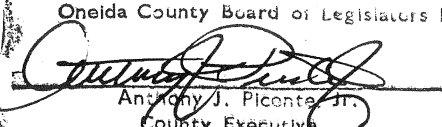
Thank you for your support.

Sincerely,


Dennis S. Davis
Commissioner



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


Anthony J. Picente Jr.
County Executive

Date 2/4/15

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: State of New York
Unified Court System
Fifth Judicial District
600 S. State Street
Syracuse, NY 13202

Title of Activity or Service: Reimbursement
Proposed Dates of Operation: 01Apr2014 – 31Mar2015
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

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

Pursuant to Section I of the existing contract between the Unified Court System and Oneida County, it is necessary to establish a renewal period within the five year term of this agreement. Said renewal period shall commence April 1, 2014 and shall terminate March 31, 2015. During this 2014-2015 renewal period, all terms and conditions of the above referenced Agreement shall continue to apply except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2012-2013 renewal period shall be \$523,499.00. The enclosed Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B’s.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$523,499.00 **Account #:** A3022
Oneida County Dept. Funding Recommendation: \$523,499.00
Proposed Funding Sources (Federal \$/ State \$/County \$): \$523,499.00 (State)
Cost Per Client Served: N/A
Past Performance Data: N/A
O.C. Department Staff Comments: None



STATE OF NEW YORK
UNIFIED COURT SYSTEM
FIFTH JUDICIAL DISTRICT
ONONDAGA COUNTY COURTHOUSE
600 S. STATE STREET
SYRACUSE, NEW YORK 13202-3099
(315) 671-2111
FAX: (315) 671-1175

J. GAIL PRUDENTI
Chief Administrative Judge

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

JAMES C. TORMEY
Justice of Supreme Court
District Administrative Judge
Fifth Judicial District

MICHAEL A. KLEIN, ESQ.
District Executive

JAMES P. SHANAHAN
Principal Administrative

January 15, 2015

County Executive Anthony Picente
County of Oneida
6000 Airport Road
Oriskany, NY 13424

Re: Agreement between UCS and Oneida County
for Court Cleaning and Minor Repairs (Contract No. C300309)
Annual Renewal Letter and Budget (Appendix B) for SFY 2014-15

Dear County Executive Picente,

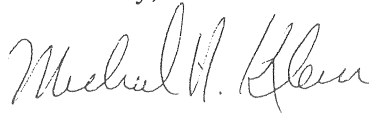
Please be advised that pursuant to Section I of the existing contract between the Unified Court System and Oneida County, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2014 and shall terminate on March 31, 2015. During this 2014-2015 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2014-2015 period shall be \$523,499. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2014-2015 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by Oneida County and by the UCS.

Accordingly, the original of this letter should be signed by an authorized representative of Oneida County, and the corresponding acknowledgment page should be notarized. Two sets of the signed original letter together with the related documents should be returned to this office.

Thank you.

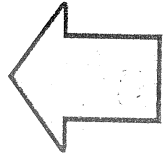
Sincerely,



Michael A. Klein
District Executive

Accepted for: Oneida County

Accepted for: Unified Court System



HERE

Name: _____

Maureen McAlary

Title: _____

Director, Division of Financial Management
Dated:

Attachments

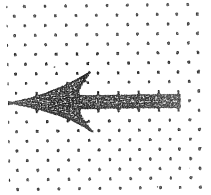
ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF ONEIDA

On the _____ day of _____, 2015, before me personally came _____
to me known, who, being by me duly sworn, did depose and say that he/she resides in _____
that he/she is the _____ of _____
the municipality described in and which executed the above instrument; and that she/he is duly authorized by
the governing body of said municipality to sign her/his name thereto.

NOTARY PUBLIC



RECEIVED
FIFTH JUDICIAL DISTRICT

Unified Court System

Court Cleaning and Minor Repairs Proposed Budget Form

NOV 19 2014 PM 2:15

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1995)

State Fiscal Year: 2014-2015

Name of County or City: Oneida County

Court Spaces to be Cleaned and Repaired Pursuant to this Budget

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable Square Feet	Court Related	
			Net Usable Sq. Ft.	Aid Eligible Percentage
Rome County Office Building #1, 301 West Dominick St, (301W)	Owned	24,000	11,760	49%
Law Library, 235 Elizabeth St, (LawLib)	Owned	25,000	8,750	35%
Oneida County Office Building, 800 Park Ave, (OCOB)	Owned	256,243	10,250	4%
Rome Courthouse, 302 North James St, (RCH)	Owned	20,698	19,042	92%
Utica Courthouse, 200 Elizabeth St, (UCH)	Owned	143,208	140,344	98%
Combined		469,149	190,146	41%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization: Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	NYS Industries of the Disabled	Janatorial & Grounds	301W	\$78,579	49%	\$38,504
2	NYS Industries of the Disabled	Janatorial & Grounds	LawLib	\$51,533	35%	\$18,037
3	NYS Industries of the Disabled	Janatorial & Grounds	OCOB	\$488,532	4%	\$19,541
4	NYS Industries of the Disabled	Janatorial & Grounds	RCH	\$42,066	92%	\$38,701
5	NYS Industries of the Disabled	Janatorial & Grounds	UCH	\$278,638	98%	\$273,065
6					1(a) Subtotal:	\$387,848

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	Budget Request
7						
8						
9						
10						
11						
12					1(b) Subtotal:	\$0

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request	
13 Time Mist Dispenser	OCOB	1	\$58	4%	\$2	
14 Primezyme	OCOB	1	\$2,000	4%	\$80	
15						
16						
17						
18					1(c) Subtotal:	\$82

1(d) - Total Cleaning Costs (1a+1b+1c): **\$387,930**

2 Trash Removal and Disposal
2(a) Trash Removal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
Rome City Treasurer	RCH	1	\$1,179	92%	\$1,084
2(a) Total:					\$1,084

2(b) Trash Disposal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
Waste Management	Misc	1	\$1,000	41%	\$410
2(b) Total:					\$410

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c) **\$1,494**

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request

3(a) Subtotal:

\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
35	301W	\$982	\$561	\$1,543	49%	\$756
36	LawLib	\$315	\$180	\$495	35%	\$173
37	OCOB	\$2,978	\$1,701	\$4,679	4%	\$187
38	RCH	\$880	\$503	\$1,383	92%	\$1,272
39	UCH	\$1,666	\$951	\$2,617	98%	\$2,565
40					3(b) Subtotal:	\$4,953

3(c) Filter Changing - Filters Only

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
Pleated/Box/AFIV	301W	1	\$800	49%	\$392
Pleated/Box/AFIV	LawLib	1	\$300	35%	\$105
Pleated/Box/AFIV	OCOB	1	\$4,500	4%	\$180
Pleated/Box/AFIV	RCH	1	\$900	92%	\$828
Pleated/Box/AFIV	UCH	1	\$800	98%	\$784
46					
47					
48					
49				3(c) Subtotal:	\$2,289

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d) \$7,242

4 GRAND TOTAL - ALL "CLEANING COSTS": Grand Total Boxes 1d + 2c + 3d: 4 \$396,667

5 Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								
Total (5):								\$0

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
 (Cleaning Costs & Tenant Work)

Total (4+5) 6: \$396,667

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring
- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
61	F. J. Pugliese	Pest Control	301W	\$841	49%	\$412
62	CNY Elevator Inspections	Elevator Work	301W	\$523	49%	\$256
63	Modular Mechanical Serv	HVAC Service	301W	\$3,254	49%	\$1,594
64	Postler and Jaeckler Cor	HVAC Service	301W	\$5,351	49%	\$2,622
65	Avaya Inc.	Telephone Wiring	301W	\$4,746	49%	\$2,326
66	Tel Service Plus	Telephone Wiring	301W	\$246	49%	\$121
67	Central Security Systems	Security & Alarm Systems	301W	\$923	49%	\$452
68	REM Fire Systems	Security & Alarm Systems	301W	\$160	49%	\$78
69	Postler and Jaeckler Cor	Property Maintenance	301W	\$5,351	49%	\$2,622
70	All Pest	Pest Control	LawLib	\$554	35%	\$194
71	Modular Mechanical Serv	HVAC Service	LawLib	\$13,531	35%	\$4,736
72	Central Security Systems	Security & Alarm Systems	LawLib	\$295	35%	\$103
73	REM Fire Systems	Security & Alarm Systems	LawLib	\$3,821	35%	\$1,337
74	Human Technologies	Property Maintenance	LawLib	\$395	35%	\$138
75	Pulver Roofing Co. Inc.	Property Maintenance	LawLib	\$2,117	35%	\$741
76	REM Fire Systems	Property Maintenance	LawLib	\$3,821	35%	\$1,337
77	All Pest	Pest Control	OCOB	\$5,491	4%	\$220
78	Otis Elevator	Elevator Work	OCOB	\$295	4%	\$12
79	JW Stevens	HVAC Service	OCOB	\$24,139	4%	\$966
80	Oneida County Boiler	HVAC Service	OCOB	\$164	4%	\$7
81	Paragon Environmental	HVAC Service	OCOB	\$6,032	4%	\$241
82	Postler and Jaeckler Cor	HVAC Service	OCOB	\$37,536	4%	\$1,501
83	Rolaz Industrial Products	HVAC Service	OCOB	\$23,237	4%	\$929
84	Central Security Systems	Security & Alarm Systems	OCOB	\$2,245	4%	\$90
85	General Security	Security & Alarm Systems	OCOB	\$160	4%	\$6
86	PEC Group of NY, Inc	Security & Alarm Systems	OCOB	\$21,381	4%	\$855
87	Rolaz Industrial Products	Security & Alarm Systems	OCOB	\$23,237	4%	\$929
88	Avaya Inc.	Property Maintenance	OCOB	\$93,361	4%	\$3,734
89	Central Security Systems	Property Maintenance	OCOB	\$2,245	4%	\$90
90	Eggen Excavating & Equi	Property Maintenance	OCOB	\$2,409	4%	\$96

91	f	Emerson Network Power	Property Maintenance	OCOB	\$9,553	4%	\$382
92	f	JM Overhead Door Co.	Property Maintenance	OCOB	\$4,005	4%	\$160
93	f	Murphy Excavating	Property Maintenance	OCOB	\$8,206	4%	\$328
94	f	Oneida Electrical Contract	Property Maintenance	OCOB	\$963	4%	\$39
95	f	Postler and Jaeckler Corp.	Property Maintenance	OCOB	\$37,536	4%	\$1,501
96	f	Rolaz Industrial Products	Property Maintenance	OCOB	\$23,237	4%	\$929
97	f	Suburban Propane	Property Maintenance	OCOB	\$122	4%	\$5
98	f	Towne Engineering	Property Maintenance	OCOB	\$4,100	4%	\$164
99	f	Towne Engineering William	Property Maintenance	OCOB	\$4,100	4%	\$164
100	f	US Materials Handling	Property Maintenance	OCOB	\$4,705	4%	\$188
101	a	F. J. Pugliese	Pest Control	RCH	\$759	92%	\$698
102	c	Grainger	HVAC Service	RCH	\$94	92%	\$86
103	c	Modular Mechanical Serv	HVAC Service	RCH	\$6,648	92%	\$6,116
104	c	Postler and Jaeckler Corp.	HVAC Service	RCH	\$7,712	92%	\$7,095
105	e	Central Security Systems	Security & Alarm Systems	RCH	\$1,005	92%	\$925
106	e	REM Fire Systems	Security & Alarm Systems	RCH	\$160	92%	\$147
107	e	Sacco's Locksmith	Security & Alarm Systems	RCH	\$164	92%	\$151
108	f	Hickory Dickory Dock-To	Property Maintenance	RCH	\$7,712	92%	\$7,095
109	f	Postler and Jaeckler Corp.	Property Maintenance	RCH	\$1,822	92%	\$1,676
110	f	Pulver Roofing Co. Inc.	Property Maintenance	RCH	\$1,572	98%	\$1,541
111	a	All Pest	Pest Control	UCH	\$195	98%	\$191
112	a	Crazy Eddies Animal Con	Pest Control	UCH	\$1,067	98%	\$1,046
113	c	Grainger	HVAC Service	UCH	\$8,764	98%	\$8,589
114	c	Postler and Jaeckler Corp.	HVAC Service	UCH	\$1,427	98%	\$1,398
115	e	Central Security Systems	Security & Alarm Systems	UCH	\$160	98%	\$157
116	e	General Security	Security & Alarm Systems	UCH	\$384	98%	\$376
117	e	Oneida Electrical Contract	Security & Alarm Systems	UCH	\$65	98%	\$64
118	e	Saccos Locksmith	Security & Alarm Systems	UCH	\$678	98%	\$664
119	f	KN Electric Inc	Property Maintenance	UCH	\$8,764	98%	\$8,589
120	f	Postler and Jaeckler Corp.	Property Maintenance	UCH	\$9,118	98%	\$8,936
121	e	REM Fire Systems	Property Maintenance	UCH	\$480	49%	\$235
122	b	Otis Elevator	Elevator Work	301W	\$1,680	35%	\$588
123	b	Otis Elevator	Elevator Work	LawLib	\$9,600	4%	\$384
124	b	Otis Elevator	Elevator Work	OCOB	\$15,000	98%	\$14,700
125	b	Otis Elevator	Elevator Work	UCH	\$13,000	41%	\$5,330
126	g	REM Fire Systems	Fire Alarms	Misc			
127							

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
142	Carpet, paint, plumbing,	301W	N/A	\$6,171	49%	\$3,024
143	electrical, wire, nuts, bolts, tools	LawLib	N/A	\$901	35%	\$315
144	Grass Seed, flowers, bulbs, ice	OCOB	N/A	\$57,642	4%	\$2,306
145	Melt, Salt, fertilizer, shovels,	RCH	N/A	\$3,359	92%	\$3,090
146	Snow thrower, weed eaters	UCH	N/A	\$9,358	98%	\$9,171
7(c) Subtotal:						\$17,906

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) **\$407,615**

8 Total - Building and Property Maintenance Costs: **\$407,615**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) **\$101,904**


10 Total Proposed Direct Costs (Item 6 + Item 9): **\$498,570**

11 Overhead Costs (Item 10 x .05): **\$24,929**

12 Total Proposed Contract Amount (Item 10 + Item 11): **\$523,499**

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Mack Laramie
Title:	Deputy Commissioner
Signature:	
Date:	11/17/2014

County or City:	Oneida County
Address:	1000 Airport Rd Oriskany, NY
Phone:	315 793 6248

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



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

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

January 23, 2015

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

FN 20 15-080

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

The next phase of asbestos abatement and reconstruction of the Oneida County Office Building will be abatement and reconstruction of the 4th floor with minor renovations to the 2nd floor.

On November 12, 2014 the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates for \$140,310.00 to prepare plans/specifications and provide asbestos abatement project monitoring services. Funding would be provided through Capital Project H-305, County Office Building Asbestos Abatement.

Please consider the enclosed contract with MARCH Associates for the aforementioned services. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

Sincerely,

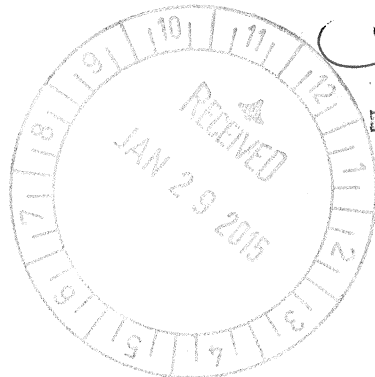
Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 1/28/15



Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: MARCH Associates Architects & Planners, PC
285 Genesee Street
Utica, NY 13501

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: 1/1/15 – 1/4/16

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The next phase of asbestos abatement and reconstruction of the Oneida County Office Building will be abatement and reconstruction of the 4th floor with minor renovations to the 2nd floor.

On November 12, 2014 the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates for \$140,310.00 to prepare plans/specifications and provide asbestos abatement project monitoring services. Funding would be provided through Capital Project H-305, County Office Building Asbestos Abatement.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$140,310.00 **Account #:** H-305

Oneida County Dept. Funding Recommendation: \$140,310.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$140,310.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA[®]

Document B132™ – 2009

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

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

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

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

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

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

Oneida County Office Building Reconstruction – 4th & 2nd Floors
800 Park Ave, Utica, NY 13501

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

Beebe Construction Services, Inc.
6153 Trenton Road
Utica, NY 13502
Telephone Number: 315.724.6177
Fax Number: 315.724.1187

The Owner and Architect agree as follows.

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

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

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

Init.

~~TABLE OF ARTICLES~~ TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

See Exhibit A

§ 1.1.2 The Project's physical characteristics:

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

See Exhibit A

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

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

See Exhibit A

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

.1 Design phase milestone dates, if any:

Programming & Schematic Design: 60 days

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

Bidding/Award Phase: 60 days

Construction Phase: 60 days asbestos abatement/210 days general construction

Init.

Post Construction Phase: 30 days

.2 Commencement of construction:

July 7, 2015

.3 Substantial Completion date or milestone dates:

Substantial Completion before March 1, 2016.

.4 Other:

To Be Determined

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

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

One Contractor

Multiple Prime Contractors

Unknown at time of execution

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

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

Bid Package 1: Asbestos Abatement

Bid Package 2: Reconstruction

§ 1.1.7 Other Project information:

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

See Exhibit A

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

(List name, address and other information.)

Mark E. Laramie, PE

6000 Airport Road

Oriskany, NY 13424

Telephone Number: (315) 793-6236

Fax Number: (315) 768-6299

Email Address: mlaramie@ocgov.net

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

(List name, address and other information.)

See Exhibit A

§ 1.1.10 The Owner will retain the following consultants:

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

Init.

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

January 21, 2015

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

- .3 Land Surveyor:

- .4 Geotechnical Engineer:

- .5 Civil Engineer:

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

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

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

Init.

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

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

.2 Mechanical Engineer:

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

.3 Electrical Engineer:

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

§ 1.1.12.2 Consultants retained under Additional Services:

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

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

See Exhibit A

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

Init.

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

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

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

~~§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. Architect shall procure and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by Owner. The Notice to Proceed shall not be issued, and Architect shall not commence work until such insurance has been approved by Owner. The certificates shall be on forms approved by Owner. Acceptance of the certificates shall not relieve Architect of any of the insurance requirements, nor decrease the liability of Architect. Owner reserves the right to require Architect to provide insurance policies for review by Owner. Architect grants Owner a limited power of attorney to communicate with Architect's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect. Architect shall be responsible for any additional cost.~~

~~§ 2.6.1 Comprehensive General Liability with policy limits of not less than — (\$ —) for each occurrence and in the aggregate for bodily injury and property damage. Commercial General Liability Insurance. The Architect agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The Architect agrees to have the Owner added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the Owner with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the Owner as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.~~

~~§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than — (\$ —) combined single limit and aggregate for bodily injury and property damage. Architect shall maintain Auto Liability insurance in an amount greater than or equal to \$1,000,000.00 for the duration of this contract. The Architect agrees to have the Owner added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the Owner with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the Owner as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days. Policy limits of not less than those shown in Exhibit B shall be provided.~~

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

~~§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than — (\$ —). Workman's Compensation insurance shall be procured and maintained by Architect in accordance with New York State Law.~~

~~§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than — (\$ —) per claim and in the aggregate. Insurance. The Architect shall maintain a professional liability policy, including errors and omissions, and will provide the Owner with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) aggregate. The Architect agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.~~

Init.

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

§ 2.7 Indemnification. The Architect agrees that it shall defend, indemnify and hold harmless the Owner from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Architect and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Architect and its subconsultants or failure on the part of the Architect and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

Init.

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

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§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the

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Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited

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purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

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

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

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

§ 3.6.6 Project Completion

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming(B202™-2009)	Architect	Exhibit A
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site evaluation and planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008) information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural interior design (B252™-2007)	Architect	Exhibit A
§ 4.1.10 Value analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation (B207™-2008)	Architect	Exhibit A
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Architect	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	Exhibit A
§ 4.1.21 Security evaluation and planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™-2012) (B214™-2007)	Not Provided	
§ 4.1.25 Historic preservation (B205™-2007)		
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Architect	Exhibit A
4.1.27 Asbestos Abatement Design and Asbestos Abatement Project Monitoring	Architect	Exhibit A

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

See Exhibit A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

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

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

ARTICLE 6 COST OF THE WORK

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

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

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

estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

Init.

Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

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

§ 8.2 Mediation

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

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

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

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

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seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

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

Lump Sum Fee of \$110,000.00

Compensation for Reimbursable Expenses: Not-To-Exceed Fee of \$2,310.00.

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

Compensation for Asbestos Building Inspection and Asbestos Abatement Project Monitoring Services:

Not-To-Exceed fee of \$28,000 with the following billable rates.

NYS Licensed Building Inspector: \$68.00/hr. & \$78.00/hr. OT*

NYS Licensed Sr. Project Monitor/Air Sampling Technician: \$54.00/hr. & \$66.00/hr. OT*

*Overtime shall be imposed for any work beyond forty-hours per week.

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

PLM(NOBS) analysis: \$20.00/sample/72 hr.

TEM (NOB): \$35.00/sample/72 hr.

PLM \$12.00/sample/72 hr.

PCM: \$10.00/sample/12 hr.**

TEM: \$70.00/sample/72 hr.

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

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

See Exhibit A

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

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

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

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

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

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

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

See Exhibit B

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

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- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

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

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

Zero Dollars and Zero cents (\$0.00)

§ 11.10 Payments to the Architect

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

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

%—0.0% per annum

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- 3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- 4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A - Initial Information
Exhibit B - Hourly Rate Schedule
Exhibit C - Certification of Consultant
Exhibit D - Standard Addendum

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

 OWNER *(Signature)*

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

 ARCHITECT *(Signature)*

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:45:30 on 01/05/2015 under Order No. 6009588983_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

Exhibit A
Initial Information
Page 1 of 5

- 12.2. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.
- 12.3. The following paragraphs from section 4.1 – Additional Services shall be included as part of the Consultant’s basic services.
 - 12.3.1. 4.1.1, 4.1.9, 4.1.12, 4.1.20, 4.1.26, 4.1.27
- 12.4. Delete Article 7 and insert the following
 - 12.4.1. Article 7 Copyrights and Licenses. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adaptation by Consultant shall be at the County's sole risk.
- 12.5. Delete Section 8.3, Arbitration, in its entirety.
- 12.6. The services to be provided by this Consultant shall comply with the accepted practice of the appropriate profession. The execution of this project shall be performed in accordance with applicable Oneida County policies and design criteria.
- 12.7. Consultant shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.
- 12.8. PROJECT DESCRIPTION
 - 12.8.1. The intent of this project is to completely abate all asbestos containing materials on the Fourth Floor of the County Office Building. Once abatement is complete the space shall be refinished and the areas occupied by various Social Services Departments (including Medicaid, Managed Care, Business Accounting, Contract Administration, and IT) shall have offices, storage and work areas constructed. In addition, an area on the 2nd floor shall be converted to an open floor plan for additional workstations. This area is generally identified as Rooms 105, 106, SD106, SD110, SD111, SD112, SD105, SD113, and adjacent corridors.
 - 12.8.2. Prior to abatement of asbestos containing materials, the fourth (4th) floor will be vacated by relocating existing offices to locations throughout the County Office Building.
 - 12.8.3. It is imperative that this project does not hinder daily operations at the County Office Building. The building shall remain open to the public without inconvenience during regular business hours.

Exhibit A
Initial Information
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12.8.4. The County shall secure the services of a Construction Manager for this project.

12.9. SCOPE OF WORK

12.9.1. The Consulting firm selected for this project shall be required to provide services necessary for the performance and completion of work noted in Paragraph 12.8 and Paragraph 12.9. Services shall be provided in accordance with AIA Document B132-2009 with modifications. Services shall include, but not be limited to, the following.

- 12.9.1.1. Identify and quantify asbestos containing materials impacted by this project. Note that some work may be necessary in other areas of the building in order to accomplish the overall goals of this multi-phase capital project. There shall be no assumed asbestos containing materials. Payment for material sampling, analysis, and reporting shall be in addition to compensation for Basic Services and made on a time and materials basis.
- 12.9.1.2. Prepare comprehensive plans and specifications for abatement of asbestos containing materials impacted by this project. Consultant shall prepare detailed specifications for asbestos abatement and containment methods. A generic design will not be acceptable. All aspects of the asbestos abatement contractor's operations shall be strictly controlled. The Consultant shall prepare, submit and receive approval for any asbestos abatement variances. Payment for site specific variances shall be in addition to compensation for Basic Services and made on a lump sum fee basis. The Consultant shall also prepare plans at the completion of this phase of work to identify any gross asbestos containing materials that had to be enclosed and remain in place. This information is important for inclusion on the asbestos building management plan.
- 12.9.1.3. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.
- 12.9.1.4. Detailed Plans & Specifications shall be prepared by a competent mechanical engineer for isolation of the HVAC systems.
- 12.9.1.5. Prepare plans and specifications for asbestos abatement with sufficient detail and instruction to allow isolation and protection of life safety systems.
- 12.9.1.6. The asbestos abatement designer may be required to attend a pre-construction meeting with building occupants to discuss expected impacts of the project.
- 12.9.1.7. The asbestos abatement designer shall be actively involved in the construction phase of asbestos abatement and shall attend all bi-weekly project meetings and special meetings as requested. The asbestos abatement designer may be required to enter active asbestos abatement work areas.

Exhibit A
Initial Information
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- 12.9.1.8. Provide project monitoring/air sampling associated with abatement of asbestos containing materials. All work shall be performed by a NYSDOL certified project monitor. Payment for project monitoring, air sampling, and reporting shall be in addition to compensation for Basic Services and made on a time and materials basis.
- 12.9.1.9. Sub-consultant performing asbestos abatement design shall be fully responsible for asbestos abatement project monitoring.
- 12.9.1.10. The cost of asbestos abatement shall be included in all estimates.
- 12.9.1.11. Perform detailed program analysis of the County department(s) that will occupy abated/renovated space. The analysis shall be done to determine the operational and space requirements of the department(s). This will include interviews with affected County personnel.
- 12.9.1.12. Inventory assets of each department that will occupy abated/renovated space and prepare plans and specifications for relocation services. Prepare plans and specifications for this work to be competitively bid.
- 12.9.1.13. Prepare plans and specifications for facility renovations. This shall include HVAC, plumbing, electrical, fire alarm, fire protection, security systems, and signage upgrades. All HVAC systems shall be converted to Digital Controls and incorporated into the existing energy management system.
- 12.9.1.14. Existing finishes, surfaces, or materials that remain shall be repaired and refinished as necessary. This shall include, but not be limited to, ceramic tile, marble, terrazzo, plumbing fixtures, door kick plates, and mail chutes.
- 12.9.1.15. Prepare "turn key" plans and specifications for all data and telecommunication systems. This shall include design of required wiring, hardware, software and software programming. County IT personnel and telecommunication hardware/software vendors shall be included in the design process.
 - 12.9.1.15.1. Existing data systems utilize a fiber-optic backbone and new systems shall incorporate this technology.
- 12.9.1.16. Provide interior design services when necessary. Prepare plans and specifications for loose furnishings in offices and public spaces.
- 12.9.1.17. Prepare all permit applications and secure all permits.
- 12.9.1.18. Coordinate activities with and secure approvals from interested local and state agencies.

Exhibit A
Initial Information
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- 12.9.1.18.1. Special consideration shall be given to the relocation of computer systems owned by New York State and operated by County agencies.
- 12.9.1.19. Secure current New York State prevailing wage rates and distribute subsequent revisions to interested contractors and Oneida County.
- 12.9.1.20. Prepare up to three (3) separate bid packages (asbestos abatement, reconstruction, and moving services).
- 12.9.1.21. Attend project meetings weekly throughout project startup and then biweekly or as requested by Oneida County.
- 12.9.1.22. Prepare As-Built record drawings. Submit one reproducible copy of all drawings on engineering grade film and one digital copy of all drawings on CD-ROM in AutoCAD 2002 format (vector graphics are required – scanned/raster images will not be accepted).
- 12.9.1.23. In cooperation with the Construction Manager, create a complete project file (including submittals and general correspondence) to be provided to the County upon completion of all work.
- 12.9.1.24. Provide all services to prepare complete and accurate plans and specifications.
- 12.10. Oneida County shall pay all permit fees.
- 12.11. Consultant shall supply additional services as requested by the County and agreed to by Consultant. Where Consultant provides additional services authorized by the County's designated representative, those services shall be reimbursed according to the Hourly Rate Schedule attached hereto. An alternate method of compensation may be established by prior written agreement of both parties.
- 12.12. Additional services shall not be performed unless requested and approved in writing by the County. Approval shall be in the form of a contract amendment.
- 12.13. Consultant shall notify County immediately of potential fee increases. Payment shall not be made for additional services performed without prior authorization.
- 12.14. Progress payments for additional services performed shall be based on the percentage of work completed and/or on completion of major tasks.
- 12.15. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 12.16. Consultant shall not discriminate against any individual in accordance with Local, State and Federal laws.

Exhibit A
Initial Information
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- 12.17. The principal place of business for determining applicable laws is Oneida County, New York. Disputes shall be litigated in New York State Supreme Court, Oneida County.
- 12.18. If the County becomes party to any litigation resulting from this project that is not the fault of the Consultant and that requires the Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between the County and the Consultant.
- 12.19. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 12.20. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the Consultant has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
- 12.21. The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.

Exhibit B
Hourly Billing Rates

MARCH Associates

Principal	\$175.00
Consulting Architect	\$115.00
Architect	\$95.00
Senior Designer	\$90.00
Designer I	\$80.00
Designer II	\$75.00
Designer III	\$60.00
Administrative	\$58.00

Almy & Associates

Principal/Professional Engineer	\$150.00
Engineering Technician/Designer	\$75.00
Designer/Draftsman	\$70.00

Towne Engineering

Principal	\$150.00
Designer I	\$120.00
Designer II	\$70.00
Field Representative	\$70.00
Administrative	\$45.00

Barton & Loguidice

Senior Vice President	\$205.00
Vice President	\$190.00
Managing Industrial Hygienist	\$120.00
Industrial Hygienist	\$78.00
Sr. CADD Designer	\$68.00
CADD Designer	\$60.00
Engineering Aide	\$68.00
Group Technical Assistant	\$48.00

Straight and overtime invoiced at same rates. Rates for project monitor/air sampling technician include mileage, meals and other typical expenses.

EXHIBIT C

CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

Company: MARCH Associates, Architects & Planners, P.C.

By: 

Name: Christopher J. Crolius, AIA

Title: Principal

Date: JANUARY 15, 2015

Attest: Donna P. Lahey

DONNA P. LAHEY
Notary Public, State of New York
No. 0114508
Qualified in One County
Commission Expires February, 2017

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____ 2014, between the County of Oneida, hereinafter known as COUNTY, and MARCH Associates, Architects and Planners, P.C., hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.
 - a. 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.
 - a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
 - a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
 - 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
 - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

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

5. Non-Assignment Clause.

- a. 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.

- a. 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.

- a. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

- a. 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.

- a. 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.

- a. 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,

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.

- b. 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.

- a. 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

- a. 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.
- b. 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.

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

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

COUNTY OF ONEIDA

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

Date: _____

Approved As To Form

By: _____
 Oneida County Attorney

Date: _____

MARCH Associates, Architects and Planners, P.C.

By: _____
 Name: Christopher J. Crolius, AIA

Date: 1/15/15

Title: Principal

Preserving the environment through integrated recovery and disposal.

FN 20 15 - 081

December 17, 2014

READ & FILED

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

onfile in
Board Clerks
Office

Dear Mr. Billard:

Please find enclosed for your information and file, a copy of the adopted 2015 budget for the Oneida-Herkimer Solid Waste Management Authority. This is being forwarded to you pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005.

If you have any questions, please contact me at (315)733-1224.

Sincerely,



William A. Rabbia
Executive Director

Enclosure

BOARD OF DIRECTORS

Neil C. Angell
Chairman

Harry A. Hertline
Treasurer

Alicia Dicks
James M. D'Onofrio

Barbara Freeman
Robert J. Roberts, III

William A. Rabbia
Executive Director

Kenneth A. Long
Vice Chairman

Vincent J. Bono

James A. Franco

James M. Williams

Jodi M. Tuttle
Authority Board Secretary



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

January 15, 2015

FN 20 15-082

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

WAYS & MEANS

Dear Mr. Billard:

The period for "Open Enrollment", for farm-land owners was designated as January 1 through January 31, 2014 pursuant to Agriculture & Markets Law. An "open enrollment" period allows the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of an individual district.

Now, at the request of the Farmland Protection Board, it necessary to schedule a Public Hearing on the results of this open enrollment, therefore, please prepare a docket scheduling a Public Hearing for **1:00 PM on Tuesday, March 24th, 2015** at Cornell Cooperative Extension,

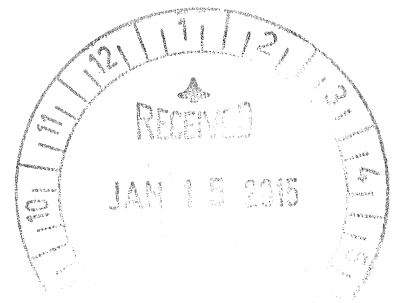
In order to allow ample time to notify the newspapers and the towns involved, I would ask that the Ways & Means Committee and Board of Legislators vote upon this docket at the meeting of **March 11, 2015.**

Respectfully submitted,

Phyllis M. Parry
Deputy Clerk of the Board

pp

Cc: All FPB Members



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

for

MEMORIALIZING PETITION

FN 20 15-083
F.N. 2015-

READ & FILED

SPONSORS: Messrs: Fiorini and Joseph

A MEMORIALIZING PETITION RECOGNIZING NYSAC'S 90 YEARS OF DEDICATED SERVICE TO NEW YORK COUNTIES.

- WHEREAS,** The New York State Association of Counties (NYSAC) was organized in 1925 dedicated to the improvement of all county governments in the Empire State;
- WHEREAS,** NYSAC is the only statewide association representing the elected and appointed interests of New York State's 62 counties, including the 5 boroughs of New York City;
- WHEREAS,** NYSAC's major objectives are to strengthen New York's system of local government, and to make county government an efficient, economic and dynamic part of that system
- WHEREAS,** In order to achieve this aim, NYSAC represents New York counties before Federal, State, and Local officials on matters germane to county government; and informs its membership and the public at large on issues of importance to county government;
- WHEREAS,** NYSAC further strives to educate, train and provide research on public policies affecting counties;
- WHEREAS,** NYSAC has consistently represented the best interests of all of its members, rural, urban or suburban and their respective priorities;
- WHEREAS,** 2015 will mark NYSAC's ninetieth (90th) year as the counties' official voice in Albany; and
- WHEREAS,** It is the intention of this legislative body to recognize NYSAC's 90 years of continuous and dedicated service on behalf of the counties of the Empire State, and to applaud the organization's expertise, spirit of cooperation and commitment to good government;
- NOW THEREFORE BE IT HEREBY RESOLVED,** That this legislative body pause in its deliberations to commemorate the Ninetieth Anniversary of the New York State Association of Counties.
- BE IT FURTHER RESOLVED, BE IT FURTHER RESOLVED,** that a copy of this Petition shall be forwarded by mail to the following: Stephen J. Acquario, Executive Director of the New York State Association of Counties (NYSAC) and all others deemed necessary and proper.

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]
Mil R. Paparella

[Handwritten signature]
Bin Mandyl
Norm Loebl

[Handwritten signature]
[Handwritten signature]
Frank Tallarone

Joseph J. Jorgal
Philip M. Sacco

Ken Fort
[Handwritten signature]
Rose Ann Conroy
William Goodman

Chad Dart

[Handwritten signature]
[Handwritten signature]
Brian Delle

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: January 14, 2015

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

for

MEMORIALIZING PETITION FN 20

15-084

READ & FILED F.N. 2015-

SPONSOR(S): Legislator Convertino, *Ken Fort. City*

A MEMORIALIZING PETITION URGING FEDERAL REPRESENTATIVES of THE UNITED STATES TO CHOOSE AN ALTERNATE APPROACH TO REPLENISHING THE FEDERAL HIGHWAY FUND THAN INCREASING THE GAS TAX

WHEREAS, gasoline prices have recently decreased to their lowest price per gallon in many years, thus providing some relief to most households; and

WHEREAS, despite this relief families continue to struggle to provide for the needs of their dependents and pay their day-to-day living expenses; and

WHEREAS, sufficient employment and related compensation continue to be stumbling blocks for many residents; and

WHEREAS, the increased number of drivers yields greater fuel consumption and increased tax revenue; and

WHEREAS, considerable amounts of funding from the Federal Highway Fund are spent on such things as construction of a raccoon sanctuary to prevent the road kill of the animals on highways and better decisions on the use of Federal Highway Funds will serve the purpose of increasing the Fund without adding new gas taxes; and

WHEREAS, the pork barrel spending results in waste that would easily supplement the \$100 billion for the federal highway fund without a gas tax increase; and

NOW THEREFORE BE IT HEREBY RESOLVED, that our federal, state, county and city representatives should all stand together in support of this effort to ensure that residents will not be exposed to additional gas taxes that will ultimately have a negative impact on household finances and will still leave the Federal Highway Funds to be used for frivolous projects; and

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

LEGISLATORS SUPPORTING PETITION

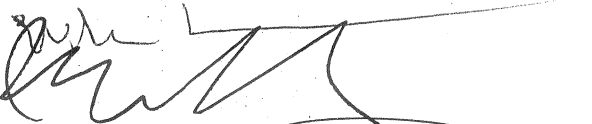
LEGISLATORS OPPOSING PETITION

Joe Ann Cusano
Frank D. Talarmin
Joseph Zungul
Philip M. Sacco

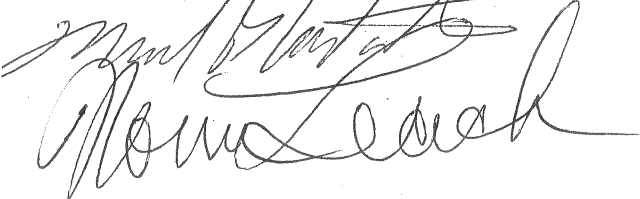
Ken Font
Michael Long
William Goodman
Emil R. Paparella
~~Luca Portes~~

→ Chad

Chad Davis







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: January 14, 2015

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk

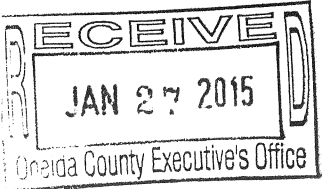


Deputy County Clerks
Gary Artessa
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5790 ♦ Fax: (315) 798-6440



January 27, 2015

FN 20 15-085

GOVERNMENT OPERATIONS

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

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

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive

Date 1/29/15

Dear County Executive Picente:

I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipts. This is based on Section 262 of the Tax Law. As provided in Tax Law Section 262, the requested reimbursement must be approved by the Tax Commission and accompanied by a resolution approved and passed by the Board before April 1, 2015. This process was developed to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's Office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

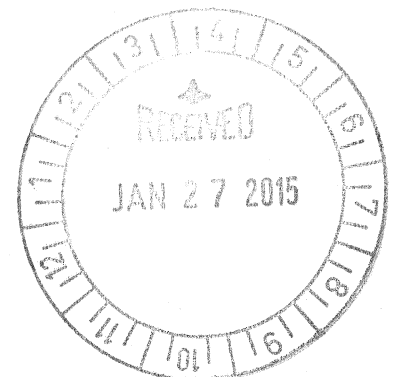
The Clerk's Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax proceeds. We are requesting that the current charge be raised based on the yearly cost incurred by the County to \$442,488.

As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1, 2015 in order to take effect.

Respectfully,

Sandra J. DePerno
Oneida County Clerk

Cc: Hon. Gerald J. Fiorini, Chairman of the Board
Hon. Michael Waterman, Chairman, Government Operations



MORTGAGE TAX COLLECTION EXPENSE 2015

<u>Personnel</u>	<u>A</u> <u>Percent</u>	<u>B</u> <u>Base Salary</u>	<u>C</u> <u>Fringe Benefits</u> <u>B x 42%</u>	<u>D</u> <u>Salary plus Fringe</u> <u>B + C</u>	<u>Annual Salary Cost</u> <u>A x D</u>
County Clerk	9%	\$68,883	\$28,931	\$97,814	\$8,803
1st Deputy Clerk	36%	\$45,616	\$19,159	\$64,775	\$23,319
Deputy County Clerk - #5	36%	\$34,769	\$14,603	\$49,372	\$17,774
Deputy County Clerk - #6	36%	\$34,769	\$14,603	\$49,372	\$17,774
2nd Deputy Clerk - #22	36%	\$56,810	\$23,860	\$80,670	\$29,041
Deputy Clerk - #1N	36%	\$45,734	\$19,208	\$64,942	\$23,379
Senior Clerk - #14	50%	\$41,904	\$17,600	\$59,504	\$29,753
Clerk - #23	36%	\$23,946	\$10,057	\$34,003	\$12,241
Senior Clerk - #21	45%	\$25,465	\$10,695	\$36,160	\$16,272
Senior Clerk - #18	65%	\$41,904	\$17,600	\$59,504	\$38,677
Senior Clerk - #16	36%	\$37,395	\$15,706	\$53,101	\$19,116
Senior Clerk - #17	50%	\$39,506	\$16,593	\$56,099	\$28,049
Senior Clerk - #8	50%	\$37,491	\$15,746	\$53,237	\$26,620
Clerk - #19	36%	\$24,866	\$10,444	\$35,310	\$12,711
EMPLOYEE SUB-TOTAL					\$303,531

<u>OTHER COSTS</u>	<u>A</u> <u>Percentage</u>	<u>B</u> <u>Monthly Fee</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Computer Support Costs	27%	\$14,200	12	\$46,008
Postage	100%	\$2,510	12	\$30,120
General Office Supplies	12%	\$2,000	12	\$2,880
Copy Costs	100%	350	12	\$4,200
TOTAL				\$83,208

	<u>A</u> <u>No. of Cubic Feet</u>	<u>B</u> <u>Cost Per Foot</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Storage Space (Inactive)	35	\$6	12	\$2,520
TOTAL				\$2,520

<u>OFFICE SPACE/LIGHT/HEAT</u>	<u>A</u> <u>Percentage</u>	<u>B</u> <u>No. of Square Feet</u>	<u>C</u> <u>Cost Per Foot</u>	<u>D</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C x D</u>
General Office Area	40%	500	\$18.12	12	\$43,488
Mortgage Tax Clerk Office	80%	56	\$18.12	12	\$9,741
TOTAL					\$53,229

TOTAL OTHER COSTS \$138,957

TOTAL ALL COSTS TO ONEIDA COUNTY

\$442,488

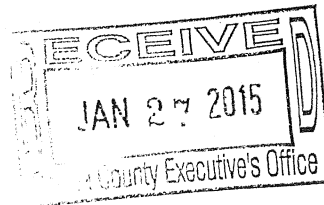
ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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



ANTHONY R. CARVELLI
COMMISSIONER

FN 20 15-086

January 27, 2015

GOVERNMENT OPERATIONS

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

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

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive

Date 1/27/15

Dear Mr. Picente:

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

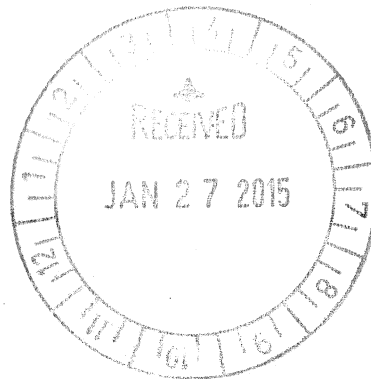
Please forward said petitions to the Oneida County Board of Legislators for their consideration.

<u>NUMBER</u>		<u>AMOUNT</u>
1	REFUNDS	\$ 55.57
11	CORRECTIONS	\$143,136.43

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure



		ERROREOUS ASSESSMENTS							
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
Verona	2015	Glen Marsala	6200 297.013-1-24 OS			\$ 739.74	\$ 55.57	\$ 684.17	\$ -
Utica	2015	Christine Joule	1600 307.020-3-24 MN	\$ 516.33	\$ 258.16			\$ 258.17	\$ -
Floyd	2015	Stephen Allen	3600 244.000-1-18 MV	\$ 1,416.11	\$ 532.80			\$ 883.31	\$ -
Lee	2015	George Boisvert	4200 133.000-1-12 HA	\$ 2,266.44	\$ 1,069.27			\$ 1,197.17	\$ -
New Hartford	2015	Calvin Kilbourn	4889 350.000-3-40.1 OJ	\$ 1,207.21	\$ 87.08			\$ 1,120.13	\$ -
Paris	2015	Stephen Hryb	5001 377.010-1-1.15.1 NR	\$ 1,503.96	\$ 849.11			\$ 654.85	\$ -
Vernon	2015	Robert & Jeannine Bohrer	6005 332.007-5-18 SJ	\$ 2,246.53	\$ 141.89			\$ 2,104.64	\$ -
Vienna	2015	Naomi Johnson	6489 216.000-1-45.2 RV	\$ 330.02	\$ 239.18			\$ 90.84	\$ -
Whitestown	2015	Frederick & Timothy Durgeon	7001 276.014-1-3 MD	\$ 561.59	\$ 280.79			\$ 280.80	\$ -
Whitestown	2011	Greater Grace Church	7005 318.005-10-29 RY	\$ 52,875.94	\$ 52,875.94			\$ -	\$ -
Whitestown	2012	Greater Grace Church	7005 318.005-10-29 RY	\$ 72,216.22	\$ 72,216.22			\$ -	\$ -
Whitestown	2013	Greater Grace Church	7005 318.005-10-29 RY	\$ 14,585.99	\$ 14,585.99			\$ -	\$ -
				\$ 143,136.43			\$ 55.57		

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

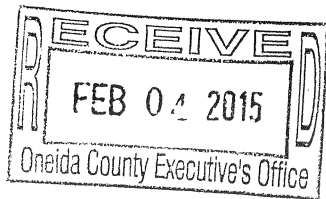
Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Kevin J. Dwyer
Stephanie N. Singe
Paul S. Kelly



January 28, 2015

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

FN 20 15-087

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

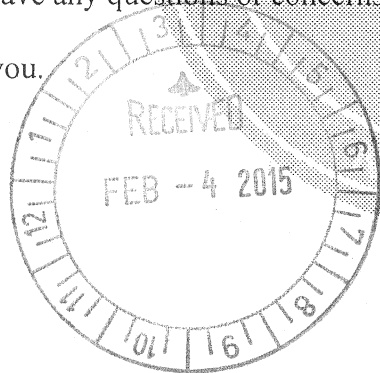
Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions or concerns, please contact my office.

Thank you.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney



se

Encs. State Billing 2014 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

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

Anthony J. Picente, Jr.
County Executive
Date 2/4/15

STATE BILLING 2014
SUMMARY OF CASES

INMATE	TOTAL
William Cole	292.17
John Jenkins	318.54
Orlando McGregor	501.57
Luis Ortiz	211.67
Angel Pabon	170.37
Henry Ramos	154.71
Colin Reap	349.10
Guillermo Rivera	539.16
Christopher Roberts	285.68
Total	\$ 2,822.97

Time expended on December 31, 2014 by Susan Engesser preparing state billing for reimbursement:
one hour at \$33.32 per hour = \$33.32 plus 49.74 % in fringe benefits = \$49.89

Total 49.89

Grand Total \$ 2,872.86

I hereby certify that the above expenses were incurred with regard to the investigation and/or prosecution of the above-entitled matters.



Scott D. McNamara
Oneida County District Attorney

STATE
OF
NEW YORK

STATE AID VOUCHER

Voucher No.

1 Originating Agency <i>NYS Dept of Corrections</i>		Orig. Agency Code		Interest Eligible (Y/N) <i>N</i>	
Payment Date (MM) (DD) (YY) <i>1 / 1</i>		OSC Use Only		Liability Date (MM) (DD) (YY) <i>1 / 1</i>	
2 Payee ID <i>156-00-0460</i>		3 Zip Code <i>13501</i>		Payee Amount <i>\$2,872.86</i>	
4 Payee Name (Limit to 30 spaces) <i>Oneida County</i>		IRS Code		IRS Amount	
Payee Name (Limit to 30 spaces) <i>District Attorney</i>		Stat. Type		Statistic	
Address (Limit to 30 spaces) <i>235 Elizabeth Street</i>		5 Ref/Inv. No. (Limit to 20 spaces) <i>A2206 State Inmates</i>		Indicator-Dept.	
Address (Limit to 30 spaces)		Ref/Inv. Date (MM) (DD) (YY) <i>1 / 1</i>		Indicator-Statewide	
City (Limit to 20 spaces) <i>Utica</i>		(Limit to 2 spaces) → State <i>NY</i>		Zip Code <i>13501</i>	

6 Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount	
			Dollars	Cents
		<i>Expenses associated with the investigation and prosecution of alleged crimes committed by inmates of the NYS Correctional Facilities as per attached list.</i>	<i>2,872</i>	<i>86</i>

7 State Aid Program or Applicable Statute:		TOTAL	<i>2,872</i>	<i>86</i>
8 Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.		Less Receipts		
→ Signature in Ink <i>Joseph A. ...</i> Title <i>Comptroller</i> Name of Municipality <i>Oneida County</i>		NET	<i>2,872</i>	<i>86</i>
		100% State Aid Claimed	<i>2,872</i>	<i>86</i>

FOR STATE AGENCY USE ONLY

STATE COMPTROLLER'S PRE-AUDIT

Merchandise Received	I certify that this claim is correct and just, and payment is approved.		State Aid	
Date	By _____		Verified	Certified For Payment of State Aid Amount
Page No.	Date _____		Audited	
By _____			By _____	

Expenditure						Liquidation					
Cost Center Code				Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
Dept.	Cost Center Unit	Var.	Yr.		Dept.	Statewide					

PROPOSED RESOLUTION

WHEREAS, certain inmates incarcerated in the Marcy Correctional Facility, Midstate Correctional Facility and Mohawk Correctional Facility, said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subject of an investigation and/or prosecution for the commission of various crimes while incarcerated in the aforementioned facilities, and

WHEREAS, the Oneida County District Attorney has conducted investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

WHEREAS, Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

WHEREAS, the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by William Cole, John Jenkins, Orlando McGregor, Luis Ortiz, Angel Pabon, Henry Ramos, Colin Reap, Guillermo Rivera and Christopher Roberts amount to \$2,872.86., now, therefore,

BE IT RESOLVED, that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Michael A. Coluzza
First Assistant

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Kurt D. Hameline
Laurie Lisi
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Christopher D. Hameline
Steven P. Feiner
Sarah E. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Kevin J. Dwyer
Stephanie N. Singe

December 17, 2014

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

FN 20 15-088

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$79,200.00. The grant period is from January 1, 2014 through December 31, 2014. Matching funds are not required.

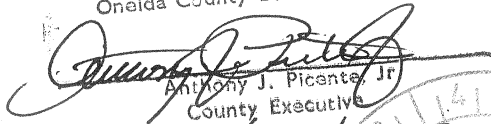
I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Please expedite this as soon as possible, as the contract will be ending very soon.

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

Thank you for your time and assistance in this matter.

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


Anthony J. Picente, Jr.
County Executive

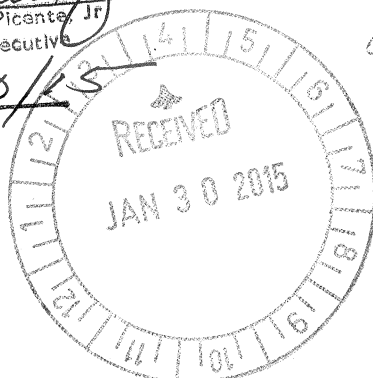
Date 1/30/15

Sincerely,



Scott D. McNamara
Oneida County District Attorney

SDM/jl
Enc.



ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:

NYS Department of Criminal Justice Services

Title of Activity or Service:

Crimes Against Revenue Program (CARP)

Proposed Dates of Operation:

01/01/2014 – 12/31/2014

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

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

See breakdown below:

BUDGET ITEM	AMOUNT
ADA Salary	\$15,578.00
PT Investigator 1	\$20,420.50
PT Investigator 2	\$20,420.50
Fringe for PT Inv. 1	\$ 2,062.50
Fringe for PT Inv. 2	\$ 2,062.50
2 Forensic Auditors	\$17,145.00
Supplies	\$ 1,011.00
Travel/Training	\$ 500.00
TOTAL	<u>\$79,200.00</u>

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$79,200.00

Account #:

A3047

A1165.495130

Oneida County Dept. Funding Recommendation:

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

\$79,200.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C444029 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> Crimes Against Revenue <u>DCJS NUMBERS:</u> CR13444029 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2014 TO 12/31/2014 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$79,200.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p> <p>Appendix M</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p><u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

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

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

CR14-1011-D00

Oneida County

12/17/2014

AGREEMENT

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

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

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

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

CR14-1011-D00

Oneida County

12/17/2014

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State

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

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

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

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

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

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

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

if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884

email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN

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

December, 2012

Certified by - on

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

CR14-1011-D00

Oneida County

12/17/2014

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

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

B. For Federally funded grants:

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

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: <http://www.whitehouse.gov>

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

8. Budget amendments are governed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the

Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

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

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

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

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

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

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

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

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

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

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers

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

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

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

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

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

25. Federal Funds

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

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the

Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

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

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

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

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

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

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

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

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

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

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

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

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

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

same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

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

31. Termination (for Non-Responsibility)

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

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

CR14-1011-D00

Oneida County

12/17/2014

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney (approx. 15% of full-time salary of \$103,850)	1	\$15,578.00	\$15,578.00	\$15,578.00	\$0.00
Justification: Approximately 15% of total salary (\$103,850) for CARP ADA to work on CARP cases.						
2	Two part-time Investigators totaling 910 hours @ \$22.44/hour	1	\$40,841.00	\$40,841.00	\$40,841.00	\$0.00
Justification: For two part-time investigators for 910 hours each at \$22.44/hour to investigate CARP cases.						
Total				\$56,419.00	\$56,419.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Portion of Fringe Benefits (10.1% of grant-funded salary) for two (2) Part-Time Investigators	1	\$4,125.00	\$4,125.00	\$4,125.00	\$0.00
Justification: \$40,841 x 10.1% for authorized fringe benefits for past-time investigators.						
Total				\$4,125.00	\$4,125.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Two (2) Forensic Auditors totaling 635 hrs. x \$27/hr.	1	\$17,145.00	\$17,145.00	\$17,145.00	\$0.00
Justification: Total of 635 hours between both auditors at \$27/hour						
Total				\$17,145.00	\$17,145.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office Supplies	1	\$1,011.00	\$1,011.00	\$1,011.00	\$0.00
Justification: Paper, ink cartridges, etc.						
Total				\$1,011.00	\$1,011.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel for Training	1	\$500.00	\$500.00	\$500.00	\$0.00
Justification: Travel for training for A.D.A. and Investigators						
Total				\$500.00	\$500.00	\$0.00

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

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

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APPENDIX C

PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

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

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

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

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

2-4 Quarterly

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

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

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

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures

Detailed Itemization of Non-Personal Service Expenditures

Detailed Itemization of Consultant Expenditures

Expert witness agreement and supporting documentation

Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:

-DCJS approval of non-competitive consultant.

-DCJS approval of non-competitive vendor for services.

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

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

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

-DCJS approval to subaward to another organization.

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

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

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

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

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

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

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APPENDIX D - Work Plan**Goal**

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

Objective #1

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

Task #1 for Objective #1

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

Performance Measure

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

Task #2 for Objective #1

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

Performance Measure

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

Objective #2

To conduct effective investigations of revenue crimes.

Task #1 for Objective #2

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

Performance Measure

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

Task #2 for Objective #2

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

Performance Measure

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

Objective #3

To conduct effective prosecution of revenue crimes.

Task #1 for Objective #3

Effectively prosecute appropriate crimes against revenue.

Performance Measure

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

Task #2 for Objective #3

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

Performance Measure

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

Task #3 for Objective #3

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

Performance Measure

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

Task #4 for Objective #3

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

Performance Measure

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

Objective #4

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #4

Provide equal employment opportunities for minority group members and women (EEO).

Performance Measure

- 1 Submission of the DCJS LOCAL ASSISTANCE MWBE EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN form.

Task #2 for Objective #4

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs).

Performance Measure

Expend the established percentages identified on the approved DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM with NYS Certified MBEs, as

- 1 subcontractors/suppliers. NOTE: If a grantee's discretionary budget is modified within the contract time period, a revised DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM is required identifying re-assessed MBE participation goals.

- 2 Identify if you are on target to meet your identified MBE goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.

Expend the established percentages identified on the approved DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM with NYS Certified WBEs, as

- 3 subcontractors/suppliers. NOTE: If a grantee's discretionary budget is modified within the contract time period, a revised DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM is required identifying re-assessed WBE participation goals.

- 4 Identify if you are on target to meet your identified WBE goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.

Task #3 for Objective #4

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measure

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

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Award Conditions

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

APPENDIX D - Special Conditions

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

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

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

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

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

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

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

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

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

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

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

Project No.

Grantee Name

CR14-1011-D00

Oneida County

12/17/2014

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a)

discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

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

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

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine

whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100

Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

January, 2014

Certified by - on

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

CR14-1011-D00

Oneida County

12/17/2014

Appendix M MWBE Contract Requirements (Local Assistance)**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES****I. General Provisions**

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

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

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

II. Contract Goals

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

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

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

III. Equal Employment Opportunity (EEO)

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

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
4. The Contractors EEO policy statement shall include the following, or similar, language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract

cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

IV. Waivers

A. If the DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

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

VII. Liquidated Damages - MWBE Participation

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

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Criminal Justice Services:

M/WBE

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

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

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations obligations herein.
- (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

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

VER5/13/13

Certified by - on

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Cafera Lupi
First Assistant

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hamcline
Steven P. Feiner
Sarah E. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Kevin J. Dwyer
Stephanie N. Singe

December 17, 2014

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

FN 20 15 - 089

Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$100,000.00. The grant period is from October 1, 2014 through September 30, 2015. Matching funds are not required.

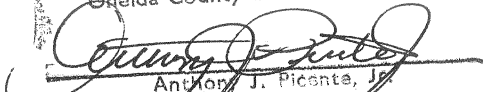
I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Please expedite this as soon as possible, as the contract will be ending very soon.

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

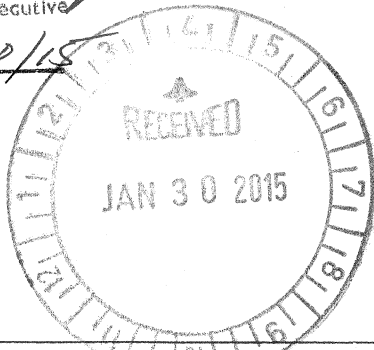
Thank you for your time and assistance in this matter.

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


Anthony J. Picente, Jr.
County Executive

Date 1/30/15

SDM/jl
Enc.



Sincerely,



Scott D. McNamara
Oneida County District Attorney

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

NYS Department of Criminal Justice Services

Title of Activity or Service:

Crimes Against Revenue Program Supplemental (CARP)

Proposed Dates of Operation:

10/1/2014 – 9/30/2015

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

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

See breakdown below:

<u>BUDGET ITEM</u>	<u>AMOUNT</u>
ADA Salary	\$35,000.00
Fringe for PT ADA	\$ 3,535.00
2 Forensic Auditors	\$13,500.00
Supplies	\$ 1,465.00
Travel/Training	\$ 1,500.00
User Fee for Economic Crime Lab	\$25,000.00
4 Economic Crime Interns	<u>\$20,000.00</u>
TOTAL	<u>\$100,000.00</u>

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$100,000.00

Account #:

A3047

A1165.495130

Oneida County Dept. Funding Recommendation:

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

\$100,000.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	<u>NYS COMPTROLLER'S NUMBER:</u> C444298 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> Crimes Against Revenue <u>DCJS NUMBERS:</u> CR12444298 <u>CFDA NUMBERS:</u>
<u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000	<u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2014 TO 09/30/2015 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$100,000.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY
 BY Therese M. Brennan
ASST ONEIDA COUNTY ATTORNEY

Project No.

Grantee Name

CR14-1027-E00

Oneida County

12/17/2014

AGREEMENT

STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

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

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

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

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

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

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

II. Payment and Reporting

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

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

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

III. Terminations

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

CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - on

Project No.

Grantee Name

CR14-1027-E00

Oneida County

12/17/2014

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State

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

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

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

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

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

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

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

if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884

email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov.MWBE/directorySearch.html>

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

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

January, 2014

Certified by - on

Project No.

Grantee Name

CR14-1027-E00

Oneida County

12/17/2014

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

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

B. For Federally funded grants:

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

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: <http://www.whitehouse.gov>

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

8. Budget amendments are governed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the

Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

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

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

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

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

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

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

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

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

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

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers

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

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

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

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

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

25. Federal Funds

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

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the

Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

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

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

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

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

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

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

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

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

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

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

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

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

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

same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

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

31. Termination (for Non-Responsibility)

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

VER 05/13/2013

Certified by - on

Project No.

Grantee Name

CR14-1027-E00

Oneida County

12/17/2014

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorney - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Part-time Assistant District Attorney	1	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00
Justification: This project will require the undivided attention of an additional Assistant District Attorney. We are proposing that we hire a part-time ADA under the grant in order to keep the cost of said position to a minimum. The approximate cost of a part-time ADA will be \$35,000 plus \$3,535 in fringe benefits for the one year appointment. This ADA will be tasked with the management of the project from investigation through the prosecution stage which will include the drafting of any search warrants, subpoenas, accusatory instruments, and/or indictments. The ADA will allocate 100% of their time to CARP projects only.						
Total				\$35,000.00	\$35,000.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe for Part-time Assistant District Attorney	1	\$3,535.00	\$3,535.00	\$3,535.00	\$0.00
Justification: \$35,000 x 10.10% (FICA 7.65% + Workers Compensation 2.20% + Unemployment 0.25%)						
Total				\$3,535.00	\$3,535.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Two (2) Forensic Auditors	2	\$6,750.00	\$13,500.00	\$13,500.00	\$0.00
Justification: 250 hours x \$27 per hour = \$6,750 x 2 Auditors						
Total				\$13,500.00	\$13,500.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office Supplies	1	\$1,465.00	\$1,465.00	\$1,465.00	\$0.00
Justification: Paper, ink cartridges, etc.						
Total				\$1,465.00	\$1,465.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel for Training	1	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
Justification: To attend CARP training courses and/or any other relevant and necessary financial crimes investigation training courses.						
Total				\$1,500.00	\$1,500.00	\$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	User Fee for Economic Crime Lab	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
Justification: In order to facilitate the project, we will need to use the Economic Crime Lab at Utica College. Up until now, the College has allowed us to use the facility rent free. We have used the facility on a very limited basis. However, since the scope of this project will require extensive use of the facility and their computer equipment, we are being asked to compensate them. Utica College has been an extraordinary partner over the last few years and we wish to maintain that partnership. Our payment of the user fee to Utica College would allow us to share the Economic Crime Lab as an available resource to other counties at a reduced cost or no cost. With the addition of the number of personnel, we have no room to house the project in our office. So, it is a necessary expense. Utica College is requesting \$25,000 for use of the facility and equipment for year. It should also be noted that the use of the lab allows us access to their link analysis software which the interns are trained to use. Analyst's Notebook is an expensive link analysis software which costs approximately \$48,000 to purchase two licenses for all of the necessary components.						

Total		\$25,000.00	\$25,000.00	\$0.00
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#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Intern Stipends	4	\$5,000.00	\$20,000.00	\$20,000.00	\$0.00

Justification: Particularly, we would like to compensate the Economic Crime Interns who would work on this project. Normally, we have not compensated them other than the college credits they may receive from time to time. This presents some challenges for us. First, semesters are only four months long and it takes us approximately 30 to 45 days to train an intern to do the job in the manner which we prefer. So, we end up with a very short retention window. Some interns only serve for six weeks because they only need six credits. Turnover has been a huge problem with lack of continuity between semesters. This presents a particular challenge for our auditor who works closely with the interns to input and analyze massive amounts of data. This project alone will require a twelve month commitment. We have had some very good interns over the years but we have had some students choose paid internships over us. Ultimately, those are the students with the highest level of ability. It is our belief that by compensating them at \$10 per hour will allow us to attract and retain the cream of the crop from the Economic Crime Program. Depending upon the number of qualified interns we are able to hire, the number of hours may vary. For this project, we will seek a minimum of four interns to work 10 hours per week for the one year period (4 interns x 10 hrs. per week x 50 weeks = 2,000 total hours at \$10 per hour for a total of \$20,000).

Total		\$20,000.00	\$20,000.00	\$0.00
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Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Award Contract

Crimes Against Revenue

Project No.

Grantee Name

CR14-1027-E00

Oneida County

12/17/2014

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

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

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

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

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

2-4 Quarterly

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

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

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

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures

Detailed Itemization of Non-Personal Service Expenditures

Detailed Itemization of Consultant Expenditures

Expert witness agreement and supporting documentation

Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:

-DCJS approval of non-competitive consultant.

-DCJS approval of non-competitive vendor for services.

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

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

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

-DCJS approval to subaward to another organization.

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

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

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

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

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

VER05/13/2013

Certified by - on

Award Contract

Crimes Against Revenue

Project No.

Grantee Name

CR14-1027-E00

Oneida County

12/17/2014

APPENDIX D - Work Plan

Goal

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

Objective #1

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

Task #1 for Objective #1

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

Performance Measure

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

Task #2 for Objective #1

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

Performance Measure

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

Objective #2

To conduct effective investigations of revenue crimes.

Task #1 for Objective #2

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

Performance Measure

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

Task #2 for Objective #2

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

Performance Measure

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

Objective #3

To conduct effective prosecution of revenue crimes

Task #1 for Objective #3

Effectively prosecute appropriate crimes against revenue.

Performance Measure

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

Task #2 for Objective #3

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

Performance Measure

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

Task #3 for Objective #3

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

Performance Measure

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

Task #4 for Objective #3

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

Performance Measure

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

Objective #4

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

Task #1 for Objective #4

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

Performance Measure

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

Task #2 for Objective #4

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

Performance Measure

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

Objective #5

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #5

Provide equal employment opportunities for minority group members and women (EEO).

Performance Measure

- 1 Submission of the DCJS LOCAL ASSISTANCE MWBE EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN form.

Task #2 for Objective #5

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs).

Performance Measure

- 1 Expend the established percentages identified on the approved DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM with NYS Certified MBEs, as subcontractors/suppliers. NOTE: If a grantee's discretionary budget is modified within the contract time period, a revised DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM is required identifying reassessed MBE participation goals.
- 2 Identify if you are on target to meet your identified MBE goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.
- 3 Expend the established percentages identified on the approved DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM with NYS certified WBEs, as subcontractors/suppliers. NOTE: If a grantee's discretionary budget is modified within the contract time period, a revised DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM is required identifying reassessed WBE participation goals.
- 4 Identify if you are on target to meet your identified WBE goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.

Task #3 for Objective #5

Utilize good faith efforts, pursuant to 5 NYCRR 142.8 to meet the maximum feasible portion of the organization's established MWBE goals in furtherance of New York State Executive Law Article 15-A.

Performance Measure

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

Objective #6

To investigate and prosecute crimes against revenue involving the illegal trafficking of welfare benefit EBT cards.

Task #1 for Objective #6

Gather and review data EBT card usage data from JP Morgan Chase

Performance Measure

- 1 MOU signed with SLEB.
- 2 EBT data downloaded from SLEB.

Task #2 for Objective #6

Identify suspected targets for investigation by analyzing EBT use data for regularities and patterns.

Performance Measure

- 1 Sort and filter EBT data by store, amount, date, and other values.
- 2 Establish predictive values based on preliminary analysis.

Task #3 for Objective #6

Gather data from bulk retailers.

Performance Measure

- 1 Subpoena business records of bulk retailers, i.e. BJ's Wholesale Club.

Task #4 for Objective #6

Initiate investigations into suspected targets in conjunction with SLEB.

Performance Measure

- 1 Obtain SLEB cards for undercover investigations.
- 2 Gather evidence and establish probable cause.
- 3 Seek search warrants where applicable.

Task #5 for Objective #6

Review all evidence gathered to determine what tax crimes or nontax CARP crimes can be charged.

Performance Measure

- 1 Create charging document or present any chargeable CARP matters to the grand jury.

Task #6 for Objective #6

Track all investigations and prosecutions for project.

Performance Measure

- 1 List all dispositions of cases generated by the project.
- 2 Report all dispositions top DTF and DCJS.

Award Contract

Crimes Against Revenue

Project No.

Grantee Name

CR14-1027-E00

Oneida County

12/17/2014

Award Conditions

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

APPENDIX D - Special Conditions

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

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

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

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

- Four (4) progress reports for contracts of \$100,000 or more
- Two (2) progress reports for contracts between \$1 and \$99,999

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

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

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

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

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

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Colozza
First Assistant

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

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah E. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Kevin J. Dwyer
Stephanie N. Singe

January 2, 2015

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

FN 20 15-090
PUBLIC SAFETY

Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Homeland Security and Emergency Services has rewarded our office in the amount of \$2,000.00. The grant period is from June 1, 2014 through June 30, 2014. Matching funds are not required.

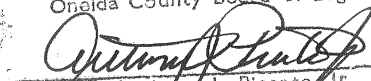
I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

It is extremely important that this grant go before the Board of Legislatures as soon as possible.

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

Thank you for your time and assistance in this matter.

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

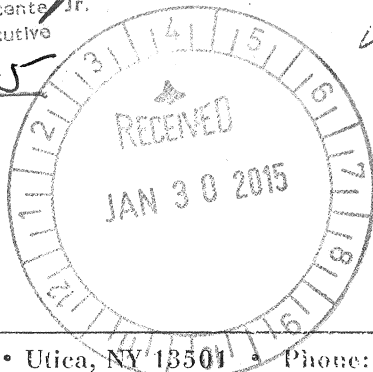

Anthony J. Picente, Jr.
County Executive

Date 1/30/15

Sincerely,


Scott D. McNamara
Oneida County District Attorney

SDM/jl
Enc.



ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

WM2011 SHSP

Proposed Dates of Operation:

06/01/14 – 06/30/14

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

To enhance the Safeguard NY program by conducting a red team exercise to test effectiveness of Operation Safeguard.

The goal of this award is to prevent terrorist attacks, respond to terrorist attacks and minimize the danger and recover from terrorist attacks.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$2,000.00

Account #:

A1165.101

Oneida County Dept. Funding Recommendation:

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

\$2,000.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<p><u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T192110 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> WM2011 SHSP <u>CFDA NUMBER:</u> 97.067 <u>DHSES NUMBERS:</u> WM11192110</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 06/01/2014 TO 06/30/2014 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$2,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> _____ (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>0 - not exempt</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____ <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

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

Award Contract

SHSP

Project No.

Grantee Name

SH11-1101-D00

Oneida County

12/18/2014

Award Contract

SHSP

Project No.
SH11-1101-D00

Grantee Name
Oneida County

12/18/2014

Award Contract

SHSP

Project No.

Grantee Name

SH11-1101-D00

Oneida County

12/18/2014

Award Contract

SHSP

Project No.

Grantee Name

SH11-1101-D00

Oneida County

12/18/2014

Budget Summary by Participant

Oneida County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime/backfill for conducting exercises	1	\$1,570.00	\$1,570.00	\$1,570.00	\$0.00
Total				\$1,570.00	\$1,570.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe benefit cost for conducting exercise	1	\$430.00	\$430.00	\$430.00	\$0.00
Total				\$430.00	\$430.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$2,000.00	\$2,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$2,000.00	\$2,000.00	\$0.00

Award Contract

SHSP

Project No.**Grantee Name**

SH11-1101-D00

Oneida County

12/18/2014

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

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

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

Reimbursement requests need to include the following documents:

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

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

B. Interim and/or Final Claims for Reimbursement

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

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

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

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

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

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

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

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

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

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

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

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

Rev. 05/2013

Certified by - on

SHSP

Award Contract**Project No.**

SH11-1101-D00

Grantee Name

Oneida County

12/18/2014

Work Plan**Goal**

Prevent terrorist attacks; Respond to terrorist attacks; Minimize the danger and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Counter-Terrorism and Law Enforcement

Target Capability

Primary - Counter-Terror Investigation and Law Enforcement

To enhance Safeguard NY Program.

Task #1 for Objective #1

Conduct red team exercise to test effectiveness of Operation Safeguard.

Performance Measure

- 1 Exercise conducted. Provide brief narrative and report number of personnel involved and how the project enhanced the Safeguard NY program.

Award Contract

SHSP

Project No.**Grantee Name**

SH11-1101-D00

Oneida County

12/18/2014

APPENDIX A-1

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

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

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

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the

program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

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

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

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

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

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

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

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

K. Notice:

1) All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals

as their respective representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

O. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is

located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.¹

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the

Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1) Grounds:

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

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure.' For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2) Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

- i. personal messenger service; or
- ii. certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2) The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5) If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

2) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:² Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

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

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

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

h) Fifth Quarter Payments:⁶ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3) The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4) The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5) The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6) All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7) All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the

Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program

plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

- iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).
- v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

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

- i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.
- ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

H. Notification of Significant Occurrences:

- 1) If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- 2) The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

I. Additional Terms:

- 1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or

extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

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

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

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

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

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

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

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

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

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the

amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

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

C. Use of Material, Equipment, or Personnel:

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

D. Property:

- 1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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

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

E. Records and Audits:

1) General:

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

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

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

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses,

miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed,

color, national origin, sex, age, disability or marital status;

2) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect

unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

2) The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3) The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4) The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

6) The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. Consultant Disclosure Law:⁷ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering; environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

1) General Provisions

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

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

Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

2) Contract Goals

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

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

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

3) Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

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

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

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

c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of

Contractor non-responsiveness.

5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6) MWBE Subcontractor Utilization Quarterly Report

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

7) Liquidated Damages - MWBE Participation

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

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

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)
- b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and

minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

J. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

K. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

¹ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

² A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

³ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁴ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁵ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁶ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁷ Not applicable to not-for-profit entities.

VER 07/14

Certified by - on

Award Contract**SHSP****Project No.****Grantee Name**

SH11-1101-D00

Oneida County

12/18/2014

Special Conditions**I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index.shtm>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.llis.dhs.gov/knowledgebase>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. Law Enforcement Requirements

1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already

exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at:

<http://www.dhSES.ny.gov/grants/#ehp>

G. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.

4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Michael A. Coluzza
First Assistant

Kurt D. Hamelin
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven C. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Garville
Robert L. Bauer

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hamelin
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Kevin J. Dwyer
Stephanie N. Singe

December 31, 2014

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 15-091

Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$48,500.00. The grant period is from April 1, 2014 through March 31, 2015. Matching funds are not required.


I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

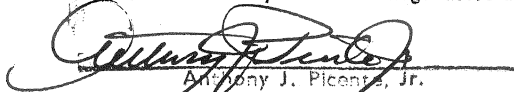
Please expedite this as soon as possible, as the contract will be ending very soon.

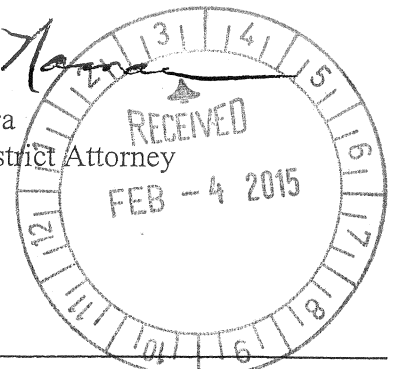
Thank you for your time and assistance in this matter.

Sincerely,


Scott D. McNamara
Oneida County District Attorney

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive
Date 2/4/15



Oneida County District Attorney

Competing Proposal: JL

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Aid to Prosecution

Proposed Dates of Operation:

04/01/14 – 03/31/15

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Funds will be used to enhance the prosecution of repeat violent and serious felony offenders by maintaining increased levels of experienced prosecution personnel who will seek to minimize the plea-bargaining option and to impose the maximum sentence for such defendants.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$48,500.00 in state dollars

Account #

A2201

A1165.101

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$):

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	<u>NYS COMPTROLLER'S NUMBER:</u> T144077 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> Aid to Prosecution <u>DCJS NUMBERS:</u> AP14144077 <u>CFDA NUMBERS:</u>
<u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000	<u>INITIAL CONTRACT PERIOD:</u> FROM 04/01/2014 TO 03/31/2015 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$48,500.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> Other (Identify) Appendix M - MWBE Contract Requirements (Local Assistance)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
<u>ATTORNEY GENERAL'S SIGNATURE</u> _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

APPROVED AS TO FORM ONLY
 ONEIDA COUNTY ATTORNEY
 BY Thompson J. Bara
 ASST ONEIDA COUNTY ATTORNEY

Award Contract

Aid to Prosecution

Project No.

Grantee Name

AP14-1031-D00

Oneida County

12/12/2014

AGREEMENT

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the

CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP14-1031-D00

Oneida County

12/12/2014

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State

agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and

if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884

email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN

STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

Award Contract**Aid to Prosecution****Project No.****Grantee Name**

AP14-1031-D00

Oneida County

12/12/2014

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:
 - A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.
 - B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

 1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
 2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
 3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: <http://www.whitehouse.gov>

/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the

Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers

for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the

Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the

same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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Award Contract

Aid to Prosecution

Project No.

Grantee Name

AP14-1031-D00

Oneida County

12/12/2014

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorney - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant District Attorney - Approx. 50% of salary	1	\$48,500.00	\$48,500.00	\$48,500.00	\$0.00
Justification: To enhance the prosecution of repeat violent and serious felony offenders. Experienced personnel will seek maximum sentences which will minimize the plea bargaining option.						
Total				\$48,500.00	\$48,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$48,500.00	\$48,500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$48,500.00	\$48,500.00	\$0.00

Award Contract

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APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures

Detailed Itemization of Non-Personal Service Expenditures

Detailed Itemization of Consultant Expenditures

Expert witness agreement and supporting documentation

Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:

-DCJS approval of non-competitive consultant.

-DCJS approval of non-competitive vendor for services.

-DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.

-DCJS approval of change to Personal Services by more than 10 percent.

-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.

-DCJS approval to subaward to another organization.

-DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.

-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.

-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.

-DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. **CONTRACT PAYMENTS:** Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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Project No.

Grantee Name

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APPENDIX D - Work Plan

Goal

Enhance investigations and vertical prosecutions through increased efficiency of the Prosecutor's office resulting in decreased violent crime and safer communities.

Objective #1

To maintain experienced prosecutors utilizing funds as outlined in Appendix B, and limit their caseloads to maintain a policy of vertical prosecution.

Task #1 for Objective #1

Establish and implement a policy to screen all felony cases utilizing the established criteria for assignment to the Aid to Prosecution Program, and designate experienced prosecutors to handle these cases

Performance Measure

- 1 Names and years of experience of personnel funded under the Aid to Prosecution program, updated quarterly if any changes.
- 2 Approximate percentage of time personnel are dedicated to ATP cases.
- 3 Number of Indictments including SCIs (Superior Court Information).
- 4 Number of Indictments/SCIs designated as ATP cases.
- 5 Number of ATP dispositions.
- 6 Number of ATP sentences.
- 7 Percentage of cases where vertical prosecution is used.

Objective #2

To reduce crime through investigations and enhanced vertical prosecution by targeting violent and non-violent felony crimes.

Task #1 for Objective #2

Target repeat and serious felony offenders in the following order of priority: 1 Repeat offenders, as defined by Penal Law Article 70, and charged with a violent felony classification of robbery, rape, burglary, homicide or aggravated assault. 2 Violent felony offenders including but not limited to defendants charged with the following violent felony offenses: murder, murder or assault of a police/peace officer, manslaughter, assault, kidnapping, rape, arson, sodomy, sexual abuse, robbery, burglary, criminal possession of a weapon and criminal sale or use of a firearm. 3 Repeat offenders charged with a non-violent felony offense. 4 All other felony offenders including but not limited to defendants charged with the following offenses: narcotics offenses, burglary, forgery, grand larceny, criminal possession of stolen property, robbery, assault, sex offenses, and offenses involving firearms.

Performance Measure

- 1 Average case processing time for cases closed this period (Superior Court Arraignment to Final disposition).
- 2 Submit data regarding the number of diversions as alternatives to incarceration.
- 3 The percentage of cases sentenced to incarceration (state and local).

Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #3

Provide equal employment opportunities for minority group members and women (EEO).

Performance Measure

- 1 Submission of the DCJS LOCAL ASSISTANCE MWBE EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN form.

Task #2 for Objective #3

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs).

Performance Measure

- 1 Expend the established percentages identified on the approved DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM with NYS Certified MBEs, as subcontractors/suppliers. **NOTE: If a grantee's discretionary budget is modified within the contract time period, a revised DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM is required identifying re-assessed MBE participation goals.**
- 2 Identify if you are on target to meet your identified MBE goals by the end of the contract period. **NOTE: This performance measure requires a yes or no response, at a minimum.**
- 3 Expend the established percentages identified on the approved DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM with NYS Certified WBEs, as subcontractors/suppliers. **NOTE: If a grantee's discretionary budget is modified within the contract time period, a revised DCJS LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION PROPOSAL FORM is required identifying re-assessed WBE participation goals.**
- 4 Identify if you are on target to meet your identified WBE goals by the end of the contract period. **NOTE: This performance measure requires a yes or no response, at a minimum.**

Task #3 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measure

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

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Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement of OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

On a quarterly basis the Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows: Four (4) progress reports for contracts of \$100,000 or more Two (2) progress reports for contracts between \$1 and \$99,999. Failure to adhere to these provisions may result in the disallowance of expenditures.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found. 'GGUN' submissions for crime guns will be automatically forwarded to the NYSP Crime Gun ClearingHouse and ATF.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

All District Attorney Offices receiving Aid to Prosecution funding will be required to provide quarterly updates on the current status of the DNA hits in their jurisdiction.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

Project No.

Grantee Name

AP14-1031-D00

Oneida County

12/12/2014

Appendix M MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractors demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this contract, the DCJS has established overall goals for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified in the contract workplan.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall maintain an EEO policy statement and submit it to the DCJS if requested.

3. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

4. The Contractors EEO policy statement shall include the following, or similar, language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract

cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

IV. Waivers

A. If the DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DCJS by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Criminal Justice Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

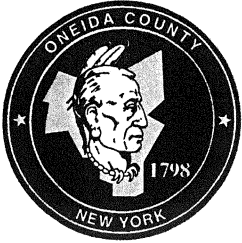
EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations obligations herein.
- (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract. .

VER5/13/13

Certified by - on



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

September 11, 2014

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

FN 20 15-092
PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente,

Attached is a copy of an amended contract and signature page (Appendix X) of a Homeland Security grant for 2012 that I am requesting a budget modification for. The contract for this grant was previously approved by the Board of Legislators and executed by you.

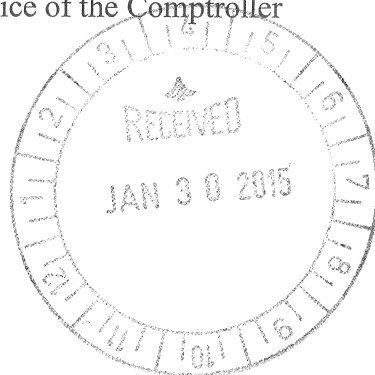
This modification is necessary to meet current needs. There is no change in the total amount of this grant, only a six month extension from 8/31/14 to 2/28/15 is involved.

If you have any questions, please feel free to contact me. Thank you for your assistance.

Sincerely,

Kevin W. Revere,
Director

Cc: Ray Bara, County Attorney's Office
Tom Keeler, Budget Director
Sheryl Brown, Office of the Comptroller



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 1/30/15

Oneida Co. Department Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: New York State of Homeland Security

Title of Activity or Services: : NYS Homeland Security Contract #C972020

Proposed Dates of Operations: 8/31/14 – 2/28/15

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Homeland Security Effort in Oneida County

2). Program/Service Objectives and Outcomes

Primary objective is to provide protection to the residents of Oneida County

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$160,500.00 **Account#**

Oneida County Dept. Funding Recommendation: Homeland Security Efforts

Proposed Funding Source (Federal \$ /State \$ / County \$): State

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: 6 Month Extension of the Grant no funding change.

Please attach (6) six signed, notarized originals of this form to the Budget Amendment/Grant Extension (DHSES-55)
Please note: Each original signature requires an original notary.

APPENDIX X

Agency Code: 01077

Contract No.: C972020
Period: 9/1/14-2/28/15 (new contract period, if applicable)
Funding Amount for Period: \$ 160,500

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services, having its principal office at 1220 Washington Ave, State Office Campus, Building 7A, Suite 610, Albany, NY 12242 (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the GRANTEE/CONTRACTOR), for modification of Contract Number _____, as amended in attached: DHSES-55

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing next to their signatures.

GRANTEE SIGNATURE:

By: _____ Date: _____
Name: SIGNATORY
Title:

State of New York)
)ss.
County of _____)

On this ____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name thereto by like order.

(Notary)

STATE AGENCY SIGNATURE:

By: _____ Date: _____
Michele R. Wahrlich, Contracts Manager

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE COMPTROLLER'S SIGNATURE:

APPROVED AS TO FORM ONLY
ONEIDA COUNTY ATTORNEY
BY Raymond J. Bane
ASST ONEIDA COUNTY ATTORNEY

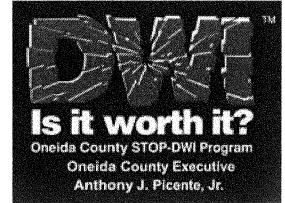
Oneida County
Office of Traffic Safety / STOP-DWI Program



Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator

January 20, 2015



Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

2015-093
Public Safety
Wayst Means

Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County Stop-DWI Program and the following Agencies for 2015; Boonville PD, Camden PD, Kirkland PD, New Hartford PD, NY Mills PD, Oriskany PD, Rome PD, Sherrill PD, Utica PD, Vernon PD, Whitesboro PD, Whitestown PD, and Yorkville PD.

I am respectfully requesting that the Contract for the Sherrill Police Department be approved for all Police Agency Contracts, which are all of the same content, with the exception of agency name, locality and dollar amount.

The total amounts to the Police Agencies are: \$100,860.00

Boonville Police Department; 13149 State Rte 12, Boonville NY 13309 -	\$3,300.00
Camden Police Department; 30 Fayette Street, Camden NY 13316 -	\$2,800.00
Kirkland Police Department, PO Drawer B, Clark Mills NY 13321 -	\$2,860.00
New Hartford Police Department, 32 Kellogg Road, New Hartford NY 13313 -	\$19,314.00
New York Mills Police Department, 3 Maple Street NY Mills NY 13417	\$2,200.00
Oriskany Police Department, PO Box 904, Oriskany NY 13424	\$1,000.00
City of Rome Police Department, 301 N James Street Rome NY 13440	\$14,820.00
City of Sherrill Police Department, 373 Sherrill Road; Sherrill NY 13461	\$1,560.00
City of Utica Police Department, 413 Oriskany St W; Utica NY 13502	\$33,306.00
Vernon Police Department, PO Box 249; Vernon NY 13476	\$1,000.00
Whitesboro Police Department, 46 Roosevelt Drive; Whitesboro NY 13492	\$8,000.00
Whitestown Police Department, 8539 Clark Mills Road; Whitesboro NY 13492	\$3,000.00
Yorkville Police Department, 30 Sixth Street; Yorkville NY 13495	\$7,700.00

This agreement provides funding for the Agencies within Oneida County to conduct DWI selective enforcement patrols and purchase related equipment. This funding is 100% reimbursable to Oneida County from DWI funds generated in Oneida County therefore; there are **No County Dollars in this contract**. Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

Thomas A. Giruzzi
Thomas A. Giruzzi, STOP DWI Coordinator



Oneida County Emergency Services ▪ 200 Base Road ▪ Suite 3 ▪ Oriskany, NY 13424
Office of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943
Fax: 315.736.8958 ▪ E-mail stopdwi@ocgov.net ▪ www.ocgov.net



Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: City of Sherrill, through its Police Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

Proposed Dates of Operation: January 1, 2015 – December 31, 2015

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

SUMMARY STATEMENT

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

Total Funding Requested: \$1,560.00

Oneida County Dept. Funding Recommendation: \$1,560.00 (A3313.495)

Proposed Funding-Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

Oneida County Department Staff Comments:

Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: City of Sherrill, through its Police Department

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Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

Oneida County Department Staff Comments:

Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

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Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

Oneida County Department Staff Comments:

Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

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Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

Oneida County Department Staff Comments:

ONEIDA COUNTY STOP-DWI PROGRAM AGREEMENT

THIS AGREEMENT made this 1st day of January 2015, by and between the City of Sherrill through its Police Department, having offices at 373 Sherrill Road, Sherrill, NY 13461, hereinafter referred to as the “**POLICE AGENCY**,” and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM**, hereinafter referred to as the “**COUNTY**”.

WHEREAS, the **COUNTY** operates and conducts a program entitled “**STOP-DWI**,” and,

WHEREAS, the **POLICE AGENCY** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL: The **POLICE AGENCY** shall provide services and activities as outlined below under the “Scope of Services” which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide enforcement of NYS vehicle and traffic laws relating to DWI aimed at reducing alcohol related traffic injuries and fatalities.

2. FEE: The **COUNTY** shall reimburse the **POLICE AGENCY** up to the sum of **1,560.00 dollars** for the above.

a) Payments shall be made upon receipt from the **POLICE AGENCY** of a properly completed voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the **COUNTY** detailing the **POLICE AGENCY**'s activities that were undertaken on behalf of the **STOP-DWI PROGRAM**. Salary, fringe benefits, related travel and subsistence and breath testing equipment calibrations shall be included in the **\$1,560.00** amount. *Expenses other than DWI Selective Enforcement Patrols shall be pre-approved by the STOP-DWI Coordinator.*

b) The **COUNTY** shall evaluate the effectiveness of the **POLICE AGENCY**'s participation in this agreement and reserves the right to adjust the agreement at the end of the second quarter.

c) The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **POLICE AGENCY** 's records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **POLICE AGENCY** shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Coordinator or his/her designee in order to verify program activity claimed by the **POLICE AGENCY** in claims made to the STOP-DWI Program for reimbursement.

3. **GOVERNANCE AND OPERATING PROCEDURES:** All activities associated with this agreement shall be governed by the official published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

a) The **POLICE AGENCY** warrants and represents that the program to be conducted by it does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

b) The **POLICE AGENCY** agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

4. **TERM:** This **AGREEMENT** shall be effective beginning January 1, 2015 through December 31, 2015.

5. **CANCELLATION:** The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **POLICE AGENCY**. In the event of cancellation, the **COUNTY** will have no further obligation to the **POLICE AGENCY** other than payment for costs or services actually incurred prior to termination. In no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

6. **ASSIGNMENT:** This **AGREEMENT** may not be assigned by the **POLICE AGENCY** without the prior written consent of the **COUNTY**.

7. **SCOPE OF SERVICES:** In accordance with this **AGREEMENT** the **COUNTY** shall pay, and the **POLICE AGENCY** shall provide the following services:


- a) Conduct DWI Selective Enforcement Patrols;
- b) testify in criminal proceedings as a result of DWI arrests; and
- c) attend training that enhances the mission of the **STOP-DWI Program**.

8. **SPECIAL REPORTS:** The City of Sherrill, through its Police Department shall notify the **STOP-DWI** Coordinator of all arrests on a quarterly basis and any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.

9. **ENTIRE AGREEMENT:** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

CITY OF SHERRILL

BY 
NAME MICHAEL R. STYLES
TITLE CITY MANAGER

DATE 1-26-15

ONEIDA COUNTY

BY 
Kevin W. Revere
Director of Emergency Services

DATE 1/30/15

BY _____
Anthony J. Picente, Jr.
Oneida County Executive

DATE _____

Approved as to Form Only

Assistant County Attorney

APPENDIX B

THIS APPENDIX, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.²

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.³
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
-
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants

Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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: _____
Oneida County Executive

By:  1-26-15
Name: _____

Approved as to Form only

Oneida County Attorney

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Patrick Cady
Deputy Director

Supervisors

Thomas Brognano
Mark F. Joseph
Holly Matthews
Paula Mrzlikar

January 20, 2015

FN 20 15-094

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

PUBLIC SAFETY

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

WAYS & MEANS
Anthony J. Picente, Jr.
County Executive

Re: Certification of Section 606 of the
New York State Correction Law - 2014

Date 1/27/15

Dear Mr. Picente:

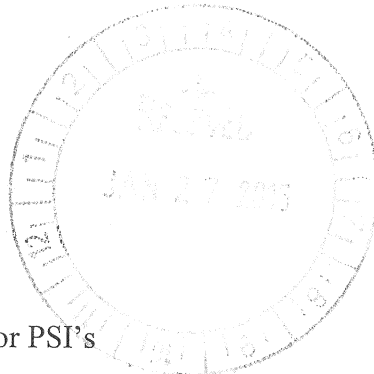
Enclosed is a Certified Listing of 2014 costs in the amount of \$7,634.29 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) allows for this reimbursement when these costs are expended by public funds. We have prepared 43 Pre-Sentence Reports on state inmates.

As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR



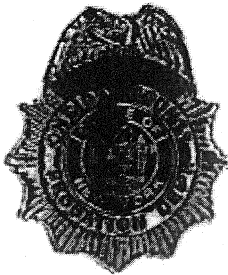
DT:kas

Enclosures: Reimbursement Expenses for PSI's

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Mark F. Joseph
Holly Matthews
Paula Mrzlikar

PROPOSAL TO BOARD OF LEGISLATORS

Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Honorable Members:

The attached letter from David Tomidy, Probation Director, requests your consideration and approval of his claim for reimbursement from the State of New York for costs expended for Pre-Sentence reports conducted on state inmates. As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) provides for reimbursement to counties when these costs are expended by public funds.

As noted in the attached documents, the Probation Department is claiming \$7,634.29 for the preparation of 43 reports in this category. Please consider and approve his reimbursement claim.

Sincerely,

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

C: Public Defender
Audit and Control
County Attorney



ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

January 22, 2015

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 15-095
PUBLIC SAFETY

WAYS & MEANS

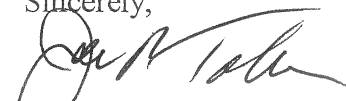
Dear County Executive Picente:

Attached for your review and approval is correspondence from Oneida County Public Defender Frank J. Nebush, Jr., requesting the creation of one full-time position, Assistant Public Defender III, to meet increased demand for indigent defense services created by the addition of another full-time judge in Rome City Court. This position is fully funded in the New York State Office of Indigent Legal Services Grant (ILS) Distribution #4, Contract Number COOO530.

As stated in Mr. Nebush's letter, his office has been approved for a three-year grant from The New York State Office of Indigent Legal Services (ILS) for his office to increase staffing through December 31, 2016. The salary for this title is Grade 36P (Step 1, \$49,123). The ILS grant will fully fund the creation of the new Assistant Public Defender III position.

If you concur, I respectfully request that this recommendation be forwarded to the Board of Legislators for their consideration.

Sincerely,

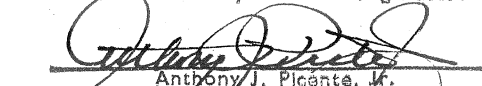

John P. Talerico
Commissioner

Attachments

Copy: Frank J. Nebush, Jr., Public Defender
Peter M. Rayhill, County Attorney



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive
Date 1/21/15

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

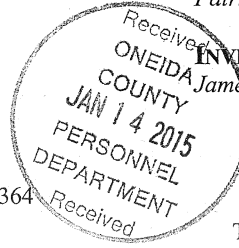
CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Oneida County Public Defender
Criminal Division

Main Office
250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.



INVESTIGATOR'S OFFICE
James J. Larabee, Sr. Investigator

Rome City Court
100 West Court Street
Rome, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

Thursday, January 15, 2015

Mr. John Talerico
Oneida County Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

Re: New York State Office of Indigent Legal Services Grant
Distribution #4, Contract Number C000530
Grant Period: January 1, 2014 – December 31, 2016
Request to Create New Positions – Assistant Public Defender III

Dear John:

The New York State Office of Indigent Legal Services (ILS) has approved a three-year grant for this office to increase our staffing by the creation of one full-time attorney (Assistant Public Defender III, Grade P36, Step 1) to meet the increased demand for indigent defense services created by the addition of another full-time judge in Rome City Court. The grant will fully fund the position including fringe benefits and ancillary expenses. The new assistant public defender would be posted in Rome City Court with Judges Gannon and Amoroso on a full-time basis to assist the full-time assistant public defender presently handling the court.

On January 14, 2015, the Oneida County Board of Legislators approved the grant and I am therefore requesting you approve the creation of this new position. The funding reflects the commitment by ILS to fund these positions from January 1, 2014 through December 31, 2016. All candidates appointed to these positions will be informed that there is no guarantee that funding for these positions will continue beyond December 31, 2016. A copy of the grant budget developed by ILS and Budget Director Keeler is attached.

Should you have any questions or concerns regarding the grant or the contract or need any further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Frank J. Nebush, Jr." with a stylized flourish at the end.

Frank J. Nebush, Jr.
Oneida County Public Defender, Criminal Division

Enclosure: Grant Contract Budget
MSD-222

APPENDIX D

**Office of Indigent Legal Services
May 2014 ILSB Distribution
Description and Schedule of County's Services and Performance Criteria (Work Plan)
June 1, 2014- May 31, 2017**

County of Oneida

Goal: To improve the quality of representation and services provided under Article 18-B of NYS County Law.

Task #1:

- The New York State Legislature recently enacted legislation that will eliminate the current part-time Associate Judge's position in Rome City Court and replace it with a full-time Associate Judge effective April 1, 2014. Under the old system, the Rome Courts are supported by a single assistant public defender, who handled 1,781 cases in 2013. Our first task is to increase the staffing of the Public Defender's Office – Criminal Division, with an additional full time Attorney assigned to this new full time Rome court. It is anticipated that with the additional staff member the caseload burden will be better balanced and result in more manageable numbers. This utilization of a portion of the designated ILS funds is critical in ensuring that Oneida County will be able to afford it.

Performance Measure:

- Individual public defender caseloads should decrease as a result of being able to spread the work around to more attorneys, resulting in attorneys being better prepared.
- Clients will have better access to their attorney before the trial or hearing starts.
- The Courts will see greater availability of these public defenders, resulting in improved scheduling, flexibility and efficiency.

Program Location:

- Rome City Court.

Task #2:

- The Public Defender is required by the Fifth Judicial District Grievance Committee to provide a client's file to the client upon request in a timely manner. The processing, replicating, and shipping of these files has become a very time-consuming project. To help with this process the County proposes purchasing several high speed scanners to electronically convert the files. Once converted electronically, the documents become highly portable and transferable by any electronic means in less time and at a fraction of the cost. This benefits the Public Defenders' departments to respond to these client requests in a manner that is more efficient, will enable better access to files and use less space storing the files. The County is currently working with a private contractor to help set up the scanning process for several other County departments, and these funds will allow the work to be expanded into the areas of public defense and assigned counsel.

Performance Measure:

- Decrease the time between when a file is requested by a client and its actual delivery to the client.
- Provide efficient and easy access for client files which allows the attorneys to concentrate their time and effort on their client's cases.
- Reduce the amount of actual physical space needed for storage of client files and enable these files to be accessible via computer anywhere through an encrypted portal.

Program Location:

- Offices of the Public Defender in Oneida County.

Task #3

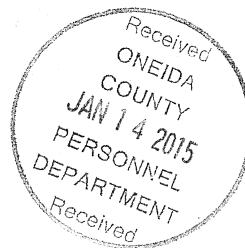
- The labor associated with the billing paperwork required to pay attorneys providing services through Assigned Counsel has been growing in leaps and bounds. Oneida County proposes to purchase a software program which will enable assigned counsel attorneys to enter their time and expenses on line. This method will be similar in structure and function to that currently used by the Law Guardian program in New York State. It is anticipated that this will result in a reduction of errors, improved efficiency at all steps of the review process and a more streamlined payment process. Using technology to its best advantage, attorney time entries will be matched with court records, subjected to judicial review and once verified, the voucher will be approved for payment.

Performance Measure:

- The Assigned Counsel attorneys should expect a faster payout for services rendered.
 - The ability to check the attorney's record against the courts' record will insure proper payment and reduce overpayments and other errors.
 - Assigned Counsel cases will be able to be paid and closed more efficiently, resulting in improved budget control and program management.
- Reduction of paperwork for the attorney will enable them to focus their attention on direct service to clients and less time on administration.

Program Location:

- Offices of the local Assigned Counsel Attorneys, Offices of the Assigned Counsel Program in Oneida County and the Judicial Chambers throughout Oneida County.



**ATTACHMENT B
BUDGET**

Office of Indigent Legal Services
Three-Year Distribution #4
COUNTY OF ONEIDA

June 1, 2014 - May 31, 2017

Total Contract Amount: \$538,146.00

	FTE	Year 1	Year 2	Year 3
Personnel				
> Assistant Public Defender III - Criminal (P36 Step 1)	100%	\$47,503	\$0.00	\$0.00
> Assistant Public Defender III - Criminal (P36 Step 2)	100%	\$0.00	\$24,926	\$0.00
> Assistant Public Defender II - Criminal (P41 Step 2) *	100%	\$0.00	\$29,637	\$0.00
> Assistant Public Defender II - Criminal (P41 Step 3) *	100%	\$0.00	\$0.00	\$62,364
> College Interns For Scanning	100%	\$8,000	\$8,000	\$4,000
PERSONNEL SUBTOTAL		\$55,503	\$62,563	\$66,364
> Fringe Benefits @ 50.0%		\$27,752	\$0.00	\$0.00
> Fringe Benefits @ 50.0%		\$0.00	\$31,282	\$0.00
> Fringe Benefits @ 50.0%		\$0.00	\$0.00	\$33,182
TOTAL PERSONNEL		\$83,255	\$93,845	\$99,546
Equipment				
> 2 High Speed Optical Scanners		\$11,000		
> Desk, Laptop, various equipment		\$3,500	\$2,000	\$836
TOTAL EQUIPMENT		\$14,500	\$2,000	\$836
OTPS				
Contract to set up and start the Scanning Process (\$25,000)				
Contract / Software Purchase to set up billing program modeled after the current NYS Law Guardian Program (\$50,000)				
Misc Expense (Additional Training, etc.) (\$6,627 - Yr. 1 / \$8,537 - Yr. 2 / \$4,000 - Yr. 3)		\$81,627	\$83,537	\$79,000
TOTAL OTPS		\$81,627	\$83,537	\$79,000
TOTAL		\$179,382	\$179,382	\$179,382
TOTAL FOR THREE YEARS				\$538,146

*Note: Full Time Asst. Public Defender III gets significant raise after 18 months on the job and is promoted to Public Defender II as per "P" Scale contract.

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

Oneida County Public Defender
Criminal Division

CHIEF APPELLATE COUNSEL
Patrick J. Marthagé, Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

Main Office

250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

INVESTIGATOR'S OFFICE
James J. Larabee, Sr. Investigator

Utica City Court
411 Oriskany Street, West
Utica, New York 13502
Telephone: (315) 735-6671
Fax: (315) 724-3407

Rome City Court
100 West Court Street
Rome, New York 13440
Telephone: (315) 334-7012
Fax: (315) 334-1196

FN 20 15-096

Tuesday, January 13, 2015

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Re: Certification of Section 606 Expenses

Benjamin Brownlee, Carlos Colon, James Cooper, Andre Dennis, Alexia Dubouchet aka Alexis, Cheik Fofana aka Mamadou Fofana, Christopher L. Lacey, Candido Larry, Eric M. Lawrence, Shequann E. Libbett, David Martinez, Nathaniel Matthey, Devon McCrimmon, Kenneth J. Phelan, Avinash Pooran, Ricardo Ramirez, Nahiem Timmons, and Tajh Washington, being inmates of the State of New York.

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

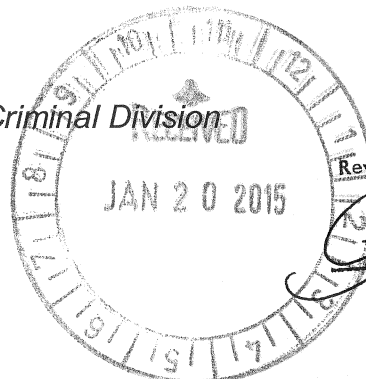
Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

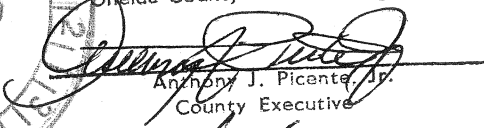
Sincerely,


Frank J. Nebush, Jr.

Oneida County Public Defender, Criminal Division



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 1/16/15

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **\$19,077.15** for undertaking the legal defense of:

Benjamin Brownlee, Carlos Colon, James Cooper, Andre Dennis, Alexia Dubouchet aka Alexis, Cheik Fofana aka Mamadou Fofana, Christopher L. Lacey, Candido Larry, Eric M. Lawrence, Shequann E. Libbett, David Martinez, Nathaniel Matthey, Devon McCrimmon, Kenneth J. Phelan, Avinash Pooran, Ricardo Ramirez, Nahiem Timmons, and Tajh Washington, being inmates of the State of New York.

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

**In the Matter of the Claim of the
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment
of Legal Expenses Incurred in the Defense of Inmates
of the State of New York

**AFFIDAVIT IN SUPPORT OF
CLAIM FOR PAYMENT OF
OF
SECTION 606 EXPENSES**

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit: Benjamin Brownlee, Carlos Colon, James Cooper, Andre Dennis, Alexia Dubouchet aka Alexis, Cheik Fofana aka Mamadou Fofana, Christopher L. Lacey, Candido Larry, Eric M. Lawrence, Shequann E. Libbett, David Martinez, Nathaniel Matthey, Devon McCrimmon, Kenneth J. Phelan, Avinash Pooran, Ricardo Ramirez, Nahiem Timmons, and Tajh Washington, being inmates of the State of New York.

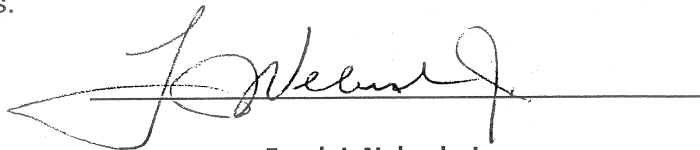
A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

TOTAL OF EXPENSES

People v. Benjamin Brownlee	\$1,529.50
People v. Carlos Colon	\$637.68
People v. James Cooper	\$132.20
People v. Andre Dennis	\$395.06
People v. Alexia Dubouchet aka Alexis	\$2,476.43
People v. Cheik Fofana aka Mamadou Fofana	\$1,023.22
People v. Christopher L. Lacey	\$208.15
People v. Candido Larry	\$1,199.29
People v. Eric M. Lawrence	\$113.45
People v. Shequann E. Libbett	\$2,659.00
People v. David Martinez	\$132.20
People v. Nathaniel Matthey	\$358.15
People v. Devon McCrimmon	\$1,076.69
People v. Kenneth J. Phelan	\$1,613.64
People v. Avinash Pooran	\$2,944.91
People v. Ricardo Ramirez	\$1,193.79
People v. Nahiem Timmons	\$385.21
People v. Tajh Washington	<u>\$998.58</u>
TOTAL	\$19,077.15

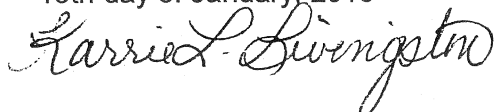
I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: January 13, 2015



Frank J. Nebush, Jr.

Subscribed and sworn to before me this
13th day of January, 2015



KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 7/28/16



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

January 9, 2015

FN 20 15-097

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 2015 – 2016 Annual Implementation Plan (AIP) for Oneida County Office for the Aging, for the Board of Legislators' review and approval.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging funding application to the New York Office for the Aging (NYSOFA).

The total amount of this contract is \$5,484,337.00, with \$3,006,008.00 (Federal); \$1,613,813.00 (State); \$237,463.00 (County) and \$627,053.00 (Other).

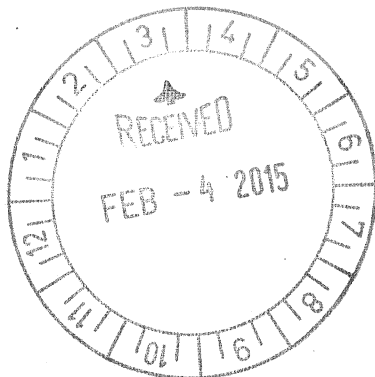
If you have any questions regarding this Agreement, I am available at your convenience.

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosure



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 2/4/15

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization : (NYSOFA) New York State Office for the Aging

Title of Activity or Service: AIP (Annual Implementation Plan)

Proposed Dates of Operation: April 1, 2015 - March 31, 2016

Client Population/ Number to be Served : 12,000

SUMMARY STATEMENTS

1. Narrative Description of Proposed Services

Oneida County Office for the Aging/ Office of Continuing Care funding application to the New York State Office for the Aging (NYSOFA)

2. Program/Service Objectives and Outcomes

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

3. Program Design and Staffing Level N/A

Total Funding Requested: \$5,484,337.00

Oneida County Department Funding Recommendation:

Proposed Funding Source: Account:

(Federal \$ 3,006,008.00 / State \$ 1,613,813.00 / County \$ 237,463.00 / Other \$ 627,053.00)

Cost per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

AIP (Annual Implementation Plan)
April 1, 2015 - March 31, 2016

PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Annual Implementation Plan (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	January 1, 2015 to December 31, 2015	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	January 1, 2015 to December 31, 2015	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2015 to December 31, 2015	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	January 1, 2015 to December 31, 2015	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Title V	July 1, 2015 to June 30, 2016	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2015 to March 31, 2016	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2015 to March 31, 2016	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2015 to March 31, 2016	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WIN	April 1, 2015 to March 31, 2016	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2015 to March 31, 2016	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
HIICAP	April 1, 2015 to March 31, 2016	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the 2015-16 Plan. In addition, I certify that no amendments have been made nor will be made to the standard assurances in the 2015-16 Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Check List.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 45 CFR part 76.

M. H. [Signature] _____ Date 1/6/15

_____ Date _____
 Signature of the Chief Officer of the Governing Body of the Sponsoring Organization (if other than county/City of New York/Native American Organization)

LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, Anthony J. Picente, Jr. being the Chief Executive Officer/Chairman of the Governing Board of this Oneida County (county/City of New York/Native American Organization), do hereby certify that:

- The Oneida County OFA, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.
 - Community Services for the Elderly Program
 - Expanded In-home Services for the Elderly Program.
- This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

_____ Date _____
 Signature (Use ink. "per" signature not acceptable)

GOALS

Please check below the status of the goals/objectives that were listed in the AAA's 2012-16 Four Year Plan or subsequent Plans.

There is no change in the AAA's goals and objectives.

The following goal(s) and objective(s) have been changed or added. Please list:

The following goal(s) and objective(s) has/have been met and has/have been deleted. Please list:

Date Last Saved: 12/12/2014 at 10:32 AM | Last Saved By: Michael Romano
Demographic Data and Targeting Objectives

	A. Most Current Census*	B. Total Number: Registered Clients	C. Number Registered Clients to be Served**
1. Total number of persons aged 60+ in the PSA (Planning and Service Area):	52,282	1,880	
2. Total number of persons projected to be served under this plan during the period 4/1/2015-3/31/2016:			12,500
3. *** Please provide a breakdown for the total on line 2 as follows:			
a)Aged 75-84	12,879	656	3,360
b)Aged 85+	6,794	730	2,070
c)Live Alone	15,066	1,143	4,500
Clients by Ethnicity			
d)Hispanic	692	20	167
Clients by Race			
e)Native American/Alaskan Native	79	4	20
f)Asian	604	4	145
g)Black	1,357	51	330
h)White Hispanic	452	27	105
i)White not Hispanic	49,349	1,780	11,634
j)Native Hawaiian/Pacific Islander	6	0	5
k)Other Race	167	1	40
l)2 or More Races	268	0	65
These fields use percent based on the 2000 Census.			
m)Frail/Disabled	28.62%	86.28%	30.00%
n)Low Income (below 150% of poverty)	17.36%	39.52%	18.00%
o)Low Income Minority (below 150% of poverty)	1.29%	2.66%	30.00%
p)Limited English Proficiency****	1.60%	0.96%	2.00%
q)Rural****	29.71%	45.05%	33.00%

* The pre-printed census figures (Column A) and Client data (Column B) are only provided on the web-based version of this form.

**Registered clients are those receiving a Cluster 1 or Cluster 2 service.

*** Targeted groups include those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.).

****Please see *Guide for Completion (Guide)* for definitions of *Rural* and *Limited English Proficiency*.

4a. Specify the planned targeting activities for the 2015-16 period that are designed to increase participation of unserved and underserved older adults in greatest social or economic need, particularly those older adults who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/at risk of institutionalization;
- homebound; or
- lesbian, gay, bisexual, and transgender (LGBT).

The 2015 OFA/OCC/NY Connects outreach-program publicity packet will include but not be limited to the following items: a) Cover letter explaining Mission, Intake-POE, Services and Programs, access. b) OFA/OCC/NYConnects high quality, professionally designed wall poster c) OFA/OCC/NYConnects general brochures d) OFA/OCC/NYConnects pens and/or other materials with the organizations logo and contact information. e) Translated outreach printed material (as needed) OFA/OCC 2015 Targeting Plan Mailing Schedule: January 2015- Senior Centers February 2015- Hospitals; Home care agencies March 2015 - Non-English speaking, minority, and culturally diverse organizations April 2015 - Nursing Homes, Assisted Living Facilities, Adult Homes May 2015- Senior citizen and public housing complexes June 2015 - Minority and culturally diverse churches and congregations July 2015 - Businesses located in rural and suburban areas (northern, southern, and western portions of Oneida County) August 2015- Mental health agencies and subcontractors, Developmental Disabilities Organizations September 2015- Business located in urban minority area in the cities of Utica and Rome October 2015 - Physicians' offices November 2015 - Veterans organizations - Rome VA Clinic, Syracuse VA Medical Center, Local American Legions, VFW Posts and County Veterans Service Agency December 2015 - Caregivers; support and health education organizations i.e. Alzheimer's Association, Heart Association; Arthritis Foundation; Cancer Society; and various support groups. System: Office for the Aging/Continuing Care/NYConnects plans to continue to coordinate the agencies efforts with the Mohawk Valley Center for Refugees. OFA/OCC/NYConnects will schedule staff trainings with several agencies including, but not limited to, Central New York Association for the Blind and Visually Impaired (CABVI), Mohawk Valley Refugee Center, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. Client: Office for the Aging/Continuing Care/NYConnects will provide current, accurate, and unbiased information and assistance to all Oneida County residents, caregivers, and service providers. An updated resource listing will be maintained and provided upon request. NYConnects staff will update information to the pending NYS Resource Directory. NYConnects Long Term Care Specialists, OFA/OCC management staff, Program Coordinators, and Case Managers will provide community presentations throughout the year as well as participate and sponsor local Health Fairs.

4b. If the AAA did not achieve targeting objectives set forth in its 2014-15 Plan, specifically describe how the AAA will modify its targeting activities in 2015-16 to improve its efforts to reach older adult cohort(s) (as described above) for which the goal(s) was not achieved.. (In determining whether past targeting objectives were achieved, see QUARTERLY STATUS REPORT - Demographic Information (36A). For information on NYSOFA's Equal Access to Services and Targeting policies, refer to Program Instruction 12-PI-08.

For those targeting objectives that were not achieved the Oneida County Office for the Aging/Continuing care plans to initiate the following activities: a) In 2015 Office for the Aging/Continuing Care will utilize the services of Mohawk Valley Refugee Center, Translation Help, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. to translate each of the OFA/OCC program brochures and fliers into several non-English versions. The brochures will be sent to civic groups, community organizations, and service providers connected with the underserved populations. b) This will be accomplished by collaborating with members of boards of directors of its subcontract agencies, senior centers and other health and human service agencies located throughout Oneida County. OFA/OCC will work to determine where gaps exist in serving non-English speaking and culturally diverse community residents and develop comprehensive targeting strategies for the entire local aging network. c) The Office for the Aging/Continuing Care Advisory/Long Term Care Council will analyze available data of demographic and service provision statistics to determine additional targeting strategies to be implemented. The goal of the data analysis is to increase outreach efforts and service delivery for non-English speaking and culturally diverse elders and individuals with special needs. The OFA/OCC staff will also coordinate with churches and other community based organization primarily serving the Asian community in order to provide information, assistance, and outreach services to those who have been underserved from this demographic. d) As the implementation of an Oneida County hybrid model of Care Transitions begins Training and recruitment will be focused on inclusion of vulnerable populations including adults with IDD, mental illness, and substance abuse issues. Another target will be working with organizations that provide supports and advocacy for families in which English is not the primary language. Training and recruitment of volunteers for this program will include cultural sensitivity to the varying needs of populations of people in Oneida County.

5a. Specify how the AAA plans to provide outreach and language accessibility to persons with limited English proficiency who may seek services (e.g., contracted interpreter/translator, community organization links for translation, interpretation services, language interpretation phone line, etc.) as required by 12-PI-08. (See *Guide* for further information.)

Oneida County Office for the Aging/Continuing Care plans to continue to utilize interpretation services of community based interpreter organizations throughout 2015 to perform outreach and language accessibility services for non-English speaking persons and families living in Oneida County. Office for the Aging/Continuing Care coordinates with Language & Cultural Services, Inc., New Hartford New York. The services of Multicultural Association of Medical Interpreters of Central New York, Inc. (MAMI) are also utilized for translation and interpreter services. MAMI of Syracuse New York provides telephonic interpreting; medical/legal translating of consumer documents, and in-person spoken language interpreting on-site. Additionally, Oneida County Office for the Aging/Continuing Care also uses the Compass Interpreters, through the MV Resource Center for Refugees Inc. located in Utica New York. Compass Interpreters will accompany OFA/OCC case managers and nurses on home visits to provided interpretation and translation services

for non-English speaking persons.

5b. Include the name and contact information for the telephonic interpretation services that the AAA has established as required by 12-PI-08.

Name: Multicultural Association of Medical Interpreters of CNY, Inc Contact Number: (315)732-2271

5. c. Provide the amount that the AAA is projecting to spend on language accessibility services in the box below. If the AAA has access to free language access services, please describe the arrangement for free services under 5. a. above and enter 0 in the box below. The amount entered in the box below must equal the total of the amounts entered on each of the individual program budgets, **SUPPORTING BUDGET SCHEDULES**, Section 6. 'Other Expenses', line F. 'Language Access Services'.

Projected Costs for Language Accessibility Services: 800

RESOURCE INVENTORY

Agency/Organization: AgeNet

Address: 8417 Oswego Rd. #222

City: Baldwinsville

State: NY

Zip: 13027

Phone: 8888494660

E-mail: matt.oswalt@vizionefx.com

Services Provided: Digital Health and wellness program; currently 12 sites

Estimated Dollar Value: 100,000.00

Current Contractor? No

Agency/Organization: CAPS-Community Assistance Program

Address: 50 Riverside Dr.

City: Utica

State: NY

Zip: 13502

Phone: 315-724-2430

E-mail: yvonnemcclusky@yahoo.com

Services Provided: Volunteer and fee for service screening and resource listing

Estimated Dollar Value: 25,000.00

Current Contractor? No

Agency/Organization: Greater MV Elder Wellness Council, Inc.

Address: 120 Airline Street

City: Oriskany

State: NY

Zip: 13424

Phone: 3157985456

E-mail: tstokes@ocgov.net

Services Provided: Program support; expansion, and fund raising

Estimated Dollar Value: 100,000.00

Current Contractor? Yes

Agency/Organization: OC Youth Bureau-Intergenerational Clean up

Address: 800 Park Avenue

City: Utica

State: NY

Zip: 13501

Phone: 3157936096
E-mail: rroth@ocgov.net
Services Provided: Leaf raking, bagging, yard clean up. Spring and Fall
Estimated Dollar Value: 75,000.00
Current Contractor? No

Agency/Organization: Oneida County Bldg. - Utica
Address: 800 Park Avenue
City: Utica
State: NY
Zip: 13501
Phone: 3157936096
E-mail: rroth@ocgov.net
Services Provided: Multi purpose senior centers and focal points
Estimated Dollar Value: 5,000.00
Current Contractor? No

Agency/Organization: Oneida County Elder Abuse Coalition
Address: 120 Airline Street
City: Oriskany
State: NY
Zip: 13424
Phone: 3157985456
E-mail: kpalmer@ocgov.net
Services Provided: Elder Abuse Prevention
Estimated Dollar Value: 150,000.00
Current Contractor? Yes

Agency/Organization: Oneida County Office Bldg. - Rome
Address: 301 West Dominick Street
City: Rome
State: NY
Zip: 13440
Phone: 315-356-0549
E-mail: srashid@ocgov.net
Services Provided: Multi purpose senior centers and focal points
Estimated Dollar Value: 5,000.00
Current Contractor? No

Agency/Organization: PrimeTime Senior Publication
Address: 333 West Dominick Street
City: Rome
State: NY
Zip: 13440
Phone: 3153374000
E-mail: nhawley@rny.com

Services Provided: Public Information-no cost
Estimated Dollar Value: 125,000.00
Current Contractor? No

Agency/Organization: PrimeTime Senior Publication

Address:

City:

State:

Zip:

Phone:

E-mail:

Services Provided: Public Information-no cost

Estimated Dollar Value: 0.00

Current Contractor? No

SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER

Name: Augusta Presbyterian Church

Address: Augusta-Solsville Rd.

City: Knoxville

State: NY

Zip: 13440

Phone: (315) 843-4053

E-mail: augustapresbyterian@msn.com

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Ava Dorfman Sr. Ctr.

Address: 305 East Locust St.

City: Rome

State: NY

Zip: 13440

Phone: 315-337-8230

E-mail: tmartin@avadorfmanseniorcenter.com

Senior Center? Yes

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Barneveld Seniors

Address: 852 Old Poland Road

City: Boonville

State: NY

Zip: 13304

Phone: 3157942332

E-mail:

Senior Center? No

Focal Point? No

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Boonville United Methodist Church

Address: 105 Ann St

City: Boonville
State: NY
Zip: 13309
Phone: (315) 942-2626
E-mail:
Senior Center? No
Focal Point? No
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: Bridgewater Town Hall
Address: North Route 8
City: Bridgewater
State: NY
Zip: 13313
Phone: 315-822-6808
E-mail: tobtownclerk@gmail.com
Senior Center? No
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: Deerfield Town Hall
Address: 6329 Walker Road
City: Deerfield,
State: NY
Zip: 13502
Phone: (315) 793-3032
E-mail: townclerk@townofdeerfield.org
Senior Center? No
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: Forestport Town Hall
Address: 12012 Woodhull Rd
City: Forestport
State: NY
Zip: 13494
Phone: (315) 392-2801
E-mail: shelley@townofforestport.org
Senior Center? No
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: Kirkland Senior Center

Address: 2 Mill St.

City: Clark Mills

State: NY

Zip: 13321

Phone: (315) 853-1240

E-mail: cgalinski@ccs.edu

Senior Center? Yes

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Lee Center Town Hall

Address: 5808 Stokes-Lee Center Rd

City: Lee Center

State: NY

Zip: 13363

Phone: 315-336-3438

E-mail: jurtz@townofleeny.org

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: New Hartford Dining and Activities

Address: 1 Sherman Pl.

City: New Hartford

State: NY

Zip: 13413

Phone: (315) 724-8966

E-mail: espellman@town.new-hartford.ny.us

Senior Center? Yes

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: New York Mills Senior Center

Address: 320 Main Street

City: New York Mills

State: NY

Zip: 13417

Phone: (315) 736-7360

E-mail: NYMillsSenior@crmrentalmgmt.com

Senior Center? Yes

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: North Utica Sr. Ctr

Address: 50 Riverside Dr.

City: Utica

State: NY

Zip: 13502

Phone: 3157242430

E-mail: yvonnemcclusky@yahoo.com

Senior Center? Yes

Focal Point? Yes

Receives Title III funds? Yes

Estimated Funds Provided including Title III: 150,000.00

Name: Oneida County OFA/OCC/NYConnects - Rome

Address: 301 W. Dominick St

City: Rome

State: NY

Zip: 13440

Phone: 315-356-0549

E-mail: srashid@ocgov.net

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Oneida County OFA/OCC/NYConnects. - Utica

Address: 800 Park Avenue

City: Utica

State: NY

Zip: 13501

Phone: 315-798-3690

E-mail: jcampanaro@ocgov.net

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Paris Town Hall

Address: Sulphur Springs Rd

City: Sauquoit

State: NY

Zip: 13456

Phone: 315-839-5678

E-mail: ParisTownSupervisor@frontier.com

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Parkway Senior Center

Address: 220 Memorial Parkway

City: Utica

State: NY

Zip: 13501

Phone: 315-223-3973

E-mail: kwalters@psc-utica.com

Senior Center? Yes

Focal Point? Yes

Receives Title III funds? Yes

Estimated Funds Provided including Title III: 50,000.00

Name: Peretta Twin Tower Apartments

Address: 509 Second St

City: Utica,

State: NY

Zip: 13501

Phone: 315-735-5246

E-mail: jmariano@uticamha.org

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: RCIL Adult Day Service

Address: 1607 Genesee St

City: Utica

State: NY

Zip: 13501

Phone: (315) 797-4642

E-mail: mmurphy@rcil.com

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Sherrill Community Activity Center

Address: 139 East Hamilton Ave

City: Sherrill

State: NY

Zip: 13461

Phone: (315) 363-6525

E-mail: sgetman@sherrillny.org

Senior Center? Yes

Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: Vernon United Methodist Church
Address: 5690 Main St
City: Vernon
State: NY
Zip: 13476
Phone: (315) 829-3535
E-mail: umcvernon@tds.net
Senior Center? No
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

OFA No.32 Rev (05/14)

AAA: Oneida- 30
Original Date Submitted: 12/16/2014
Date Revised:
Date Last Saved: 11/21/2014 at 2:28 PM | Last Saved By: Michael Romano

SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER

Name: Veterans Outreach Center
Address: 726 Washington St
City: Utica
State: NY
Zip: 13502
Phone: 315-765-0975
E-mail: frontdesk@ucdevelopment.org
Senior Center? No
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: Vienna United Methodist Church
Address: 2410 State Rte. 49
City: North Bay
State: NY
Zip: 13476
Phone: (315) 245-4130
E-mail: pastormarshajane@aol.com
Senior Center? No
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: Waterville Town Hall

Address: 122 Barton Avenue

City: Waterville

State: NY

Zip: 13480

Phone: 315-841-4221

E-mail: villageofwaterville@frontiernet.net

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: West Side Senior Center

Address: 717 Court St.

City: Utica

State: NY

Zip: 13502

Phone: (315) 735-0735

E-mail: drpaulmickler@hotmail.com

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Westmoreland Town Hall

Address: 100 Station Rd

City: Westmoreland

State: NY

Zip: 13440

Phone: 315-853-8001

E-mail: supervisor@town.westmoreland.ny.us

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

Name: Whitestown Community Center

Address: 1 Championship Way

City: Whitesboro

State: NY

Zip: 13492

Phone: 315 768-6047

E-mail: recreation@whitestown.net

Senior Center? No

Focal Point? Yes

Receives Title III funds? No

Estimated Funds Provided including Title III: 0.00

LEGAL ASSISTANCE

1. Please indicate below whether there are any changes to the legal assistance program case priorities that were listed in the AAA's 2012-16 Four Year Plan and/or those described in a previous annual implementation plan.

There is **no** change in the AAA's legal assistance case priorities for the 2015-16 Plan.

The legal assistance program case priorities for the 2015-16 Plan have changed as follows:

2. If there are changes to the scope of the program through amendment, additions, or deletions to the case priorities provide a brief explanation of the reason(s) for the change(s).

PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL

1a. Provide the following information on Public Hearing(s) held for the SFY 2015-16 planning period.

Location	Date	Number Attending
Parkway Center 220; Memorial Parkway Utica	10/15/2014	12
New Hartford Senior Center;1 Sherman Place New Hartford	10/16/2014	55
South Rome Senior Center; 211 Ridge Street Rome	10/27/2014	50
Westside Senior Center;717 Court Street Utica	11/05/2014	15
Dorfman Senior Center;305 East Locust Street;Rome	11/06/2014	25

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]

YES *NO

Date of notice publication: 10/08/2014

c. Was the proposed Plan or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?

YES *NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of this plan?

YES *NO

e. **NEW YORK CITY ONLY** : Was at least one Public Hearing as described herein held in each borough?

YES *NO

If *NO to any of the above please explain:

2. Describe the efforts used in seeking input from those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/at risk of institutionalization;
- homebound; or
- lesbian, gay, bisexual, and transgender (LGBT).

In addition to conducting needs assessment surveys to participants of Office for the Aging Public Forums, needs assessment surveys were distributed to consumers living in both urban areas of Utica and Rome as well as all of the rural townships in Oneida County receiving services from OFA/OCC to accomplish targeting individuals who are living in rural areas, homebound, low income, and at-risk of social isolation and institutional placement. To target those individuals with limited English proficiency advisory council participation from the Mohawk Valley Resource Center for Refugees was accomplished to identify unmet needs of this segment of Oneida County's elderly population. To ensure targeting to individuals with hearing and vision impairments participation from representatives of the Resource Center for Independent Living and the Central Association for the Blind was dually represented on the Office for the Aging/Continuing Care Advisory/Long Term Care Council and the Aging and Special Populations subcommittee of the Advisory Council. Those persons who were institutionalized or at risk of institutionalization were targeted by participation Advisory Council members who represent skilled nursing facilities as well as Office for the Aging/Continuing Care staff participation on Quality Assurance subcommittee of the Advisory Council. Review of data from Advisory Council minutes waiting lists, case management statistics, and Community Living Program (CLP) and Veterans Directed Program (VDHCB) reports also ensured representation of the needs of those at-risk of institutionalization. Providers who represent various disabilities and underserved minorities were surveyed at a workshop-training session held on September 24th in Vernon New York. Providers who represented special populations such as the Developmental Disabilities network; Alcohol and substance abuse; and Adult Mental Health learned about Aging and Long Term Services Supports, Systems Integration Initiatives, had the opportunity to provide input and feedback on Oneida County Office for the Aging/Continuing Care's services, programs and initiatives. Consumer needs assessment surveys and face to face meetings with seniors, caregivers, and providers were chosen to ensure that seniors had a method to engage in an interactive process to self-identify elements which they felt to be challenges as well as any unmet needs they face. A series of breakfast community forums, and meetings with older adults were chosen to provide an opportunity for the community at large to provide comment and feedback on the proposed service delivery plan for 2015 and to conduct an on-site needs assessment using a consumer needs assessment survey and a provider survey in to accomplish targeting both consumers and providers. Review of intake statistics and waiting lists were conducted to determine the intensity of community need, departmental capacity, and unmet service needs in Oneida County Case management data, field logs, home visit statistics were reviewed to determine geographic need and client service/case load coverage needs.

3. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?

A flyer describing the breakfast public forum events with locations and dates was mailed and distributed to Senior Clubs, Senior Centers, and Senior Housing Complexes to create awareness of the purpose, location and dates of each of the Office for the Aging/Continuing Care 2014 Breakfast Public Forums. In addition, a media release was sent to all local television stations, radio stations, and newspapers Oneida County. During each of the public forms Office for the Aging/Continuing Care staff distributed material including a service/rate matrix for 2015; program brochures; and a needs assessment survey. A comprehensive presentation was provided on initiatives, services, and programs projected for the 2015 program period.

4. Summarize major issues discussed or raised at the public hearings.

Seniors/Consumers: Interested expressed by one attendee at the Dorfman Center in becoming a volunteer driver for persons living in Rome area; Assistance needed with snow shoveling/removal for seniors living in their own homes; Interest indicated in performing volunteer work as well as being employed in Rome through the SCSEP Program; Need for Senior Citizen Housing in Rome area; Need some direction for family situations and someone to give direction in living and quality of life concerns. Providers: Lack of consistent public transportation; Mental Health Care needed for older persons; Waiting lists and the time frame for services make it difficult to obtain services for some; Some providers expressed the lack of knowledge of services offered; Lack of affordable housing is prevalent for some consumers; Consistent language (services definitions) among operators for service would be helpful; Lack of living facilities that will provide services to adults with difficult behaviors; Limited funds available for persons with difficult medical issues is a challenge for some providers

5. List major changes in the Plan resulting from input by attendees at the hearings.

Not applicable, no major change(s)

Major changes in the Plan:

6. Provide the date the Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)]

Date: 11/25/2014

Summarize the comments of the Advisory Council:

Funding levels/waiting lists: Advisory/LTCC members discussed the funding levels for OAA Programs and questions its impact on services. Explained costs of services and increasing rates and its impact to consumer's waiting list for in home services. Balancing Incentive Program (BIPP): Advisory members asked about the staffing and programmatic changes involved under the Balancing Incentive Program. Discussed the

additional BIPP funding and how the OFA will reassign staff and subcontractor to meet the deliverables of the Balancing Incentive Program. This includes and expansion of NYConnects/ADRC and infrastructure improvements such as technology, computers, and upgrading/replacing current telephone system. HIICAP: Discussed intensity of the HIICAP program due to the increasing volume of consumers needing HIICAP assistance coupled with assistance navigating through long term care. Of particular need is assistance with navigating through Medicaid Managed Care. Consumers will be assisted with this by NYConnect/ADRC and HIICAP closely collaborating under the expanded Oneida County NYConnects/ADRC. Managed Care Changes: Medicaid restructuring and mandatory enrollment of managed long term care will facilitate several changes in OFA/OCC services and programs. While the department transitions into an expanded NYConnects/ADRC other areas such as Medicaid in home care caseloads will decrease. During this transition Oneida County OFA/OCC/NYConnects will expand its Chronic Disease Self-Management (CDSMP) initiative and its Care Transitions program during 2015.

DISASTER PREPAREDNESS AND RESPONSE

The growth of the aging population and the increasing numbers of frail older adults and persons with disabilities remaining in their own homes create special challenges in the event of a disaster.

1. Does AAA engage in on-going efforts and activities locally to develop, maintain and implement disaster preparedness plans for assisting persons 60 years of age and older in the AAA's planning and service area in the event of a disaster?

*YES No

If *yes, please describe:

Oneida County Office for the Aging/Continuing Care engages in several ongoing efforts to maintain and ensure disaster preparedness plans to assist persons 60 years of age and older by coordinating, facilitating, and participating in several activities relevant to disaster and emergency preparedness. These include maintaining policies and procedures that ensure close coordination with Oneida County Emergency Services and the local Herkimer-Oneida Organizations Active in Disaster (HOOAD) Committee. Oneida County Office for the Aging/Continuing Care also facilitates its policy which includes identification of at-risk individuals and facilitating contact when activated. The Director of Oneida County Office for the Aging/Continuing Care and additional designated personnel are part of the Oneida County emergency response team, and responsible to report to the County Emergency Operations Center (EOC) and participate on the Human Services Team under the leadership of Department of Social Services Commissioner when the County wide response team is activated by the County Executive and Director of Emergency Services

Although the AAA is not the primary responder in the event of a disaster, the AAA needs to have a strong and active presence in local disaster preparedness planning and response efforts.

2. Does the AAA join disaster preparedness partners such as local emergency response agencies, relief organizations, local government entities, and any other institutions that have primary responsibility for disaster relief service delivery in preparation for and during local and State disaster preparedness and response activities?

*YES NO

If *yes, please list the names of the AAA's disaster preparedness and response partners:

American Red Cross-Central New York Chapter Parkway Center, Inc. Oneida County Department of Mental Health Salvation Army of Rome Oneida-Madison CC Oneida County Office for the Aging/Continuing Care Herkimer County Health Department Catholic Charities ORRO Community Foundation of Herkimer and Oneida Counties Neighborhood Center, Inc Oneida County Health Department Oneida County Department of Emergency Services Central New York Labor Agency Lutheran Disaster Response City of Rome Animal Control Herkimer County Catholic Charities Herkimer County Office for the Aging Evangelical Lutheran Church of America MAMI Interpreters Mohawk Valley Community Action Agency, Inc. Rescue Mission of Utica Resource Center of Independent Living, Inc. United Way of the Valley and Greater Utica Area

3. Does the AAA maintain a registry of vulnerable individuals 60 years of age and older in the AAA's planning and service area that would be contacted by emergency services in the event of a disaster?

YES *NO

If *no, does another entity maintain a registry of vulnerable individuals 60 years of age and older in the AAA's planning and service area that would be contacted by emergency services in the event of a disaster?

*YES NO

If *yes, list:

4. Does the AAA/County have procedures in place for ensuring older adults with special needs and dementia will be assisted during a disaster?

*YES NO

If *yes, explain procedures for assisting older adults with special needs and dementia during a disaster:

Title: Disaster Plan Purpose: To ensure a safe and effective procedure to handle large-scale power outages, natural or man made disasters Effective: December 31, 2012

1. Identification of frail/at-risk OFA/OCC clients

a) Those considered to be frail and at-risk for the purpose of these emergency procedures are those who have limited or no informal supports and may have physical or mental impairments severe enough to be considered to be in danger if left alone without power or heat for prolonged periods of time. OFA/OCC Case managers will be the key identifiers to determine which of their clients are at risk. Clients will be identified upon initial assessment, and routine reassessments. The information will be entered into the web based client database (Peerplace) containing client's name, address and phone number. This data can be transmitted digitally in cvs comma delimited and excel formats to be printed in hard copy format if necessary and requested by OC EMS Coord or Co Exec. b) Current lists of at-risk individuals will be kept current and utilized when necessary for disaster plan purposes. c) Each client identified as at risk in case of disaster or prolonged power outages should be registered with their individual utility provider. (National Grid, NYSEG, Boonville Municipal, Etc.)

2. Client Data Base A current, up-to-date copy of the client database will be with the OFA/OCC Program Analyst at all times. The Program Analyst will also have a fully charged laptop computer, which allows independent battery powered operation for 2.5 hours in order to access the client database in the event of power outage. The laptop could be operated for extended periods of time by usage of a small power inverter hooked through the lighter of a vehicle. Additional lists needed for distribution to emergency workers can be produced by attaching a small printer to another vehicle power outlet and directly wiring the laptop to the small printer.

3. Emergency telephone numbers

a) The list of OFA/OCC emergency telephone numbers will be provided to the following agencies:

- Office of Oneida County Executive
- Oneida County Emergency Management

b) Each supervisor will have a current updated list of employees with their contact information.

4. In the event that meal delivery is cancelled:

a) In the event that Home Delivered Meals are not able to be delivered to a client's home due to severe weather, or other emergency situation, frail/at-risk clients will be contacted by their case managers or other OFA/OCC designees with the following procedures. Case Managers and/or designees will place a telephone call to each client to:

- Inform them of the status of the meal delivery.
- Determine if the client has adequate food in their home.
- Verify if the client is able to prepare a light substitute meal.
- Check on the availability of formal or informal supports to assist the client.

b) If the client indicates they are unable to prepare a substitute meal, the caller will then notify the closest emergency contact to inform them of the situation, and to request that they assist the client. Those who may have the ability or potential to assist the client may be family, friends or neighbors.

c) If there is no assistance available, the caller will then refer the client to the nearest and appropriate food pantry or emergency shelter

5. In the event that the central kitchen facilities are unable to prepare meals for longer than a 48 hour period

a) If the central facilities are unable to be operated due to a natural or man-made event or disaster, the OFA/OCC Nutrition Program subcontractor Prestige will engage the following emergency procedures:

- Secure one or more kitchens to prepare congregate meals. The location can be any one of the OFA/OCC Senior Congregate Dining Sites, which has adequate kitchen preparation facilities. Congregate delivery and HDM packaging and delivery will be done from these temporary kitchen facilities until the central kitchen is back in operational condition.
- The OFA/OCC Nutrition Program subcontractor may also, through a mutual agreement with a neighboring county, prepare and distribute Home Delivered and Congregate meals for a limited period of time from one or more of their meal preparation and distribution sites.

b) In preparation of in climate weather. Shelf stable meals will be delivered to participants of the Senior Nutrition Home Delivered Meal Program.

AREA AGENCY PROGRAMS AND SERVICES INFORMATION

NUTRITION SERVICES (Refer to the *Guide for Completion* and 92-TAM-3, 2/26/92 for additional information.)

1. Nutrition services funded under Title III-C, III-E, WIN, CSE, EISEP, other:

a. Are any operational changes in nutrition sites (INCLUDING RESTAURANTS USED IN A RESTAURANT VOUCHER PROGRAM) or food preparation sites (kitchens, caterers) planned or projected for SFY 2015-16?

*YES NO

If *YES, please list the site(s) that are proposed to be changed, the type of change and when the change is projected to take place. List one site per line.

Nutrition Site Changes Roster

No site changes have been entered.

b. Total number of Registered Dietitian (RD) service hours per week planned or projected for SFY 2015-16: 0.00

c. Of the above total: 0.00 hours of RD services are provided by RD who is on staff or is a consultant to the AAA. (Do not include hours of the RD who is employed by a nutrition or meal program provider.)

d. Are there long-term (3 months or more) vacancies in the following positions?

Fulltime oversight staff person *YES NO

Registered Dietitian/Certified Dietitian Nutritionist *YES NO

If *YES, describe your plan for filling the position(s), including estimated (anticipated) completion date.

HEALTH PROMOTION SERVICES

As of 04/01/15, Title III-D funding may only be expended for evidence-based health promotion programs/interventions meeting highest-level criteria as established by the Administration on Aging/Administration for Community Living (AoA/ACL). See Guide for Completion.

1. For each **highest-level evidence-based** health promotion model program the AAA operates (or plans to implement), utilizing any funding source, please provide the requested information.

EVIDENCE-BASED NUTRITION OR HEALTH PROMOTION PROGRAMS

Highest Level Evidence-based model used: CDSMP
Local program name: Healthy Choices NY (Oneida County)
List all funding sources: Title IIIB; Title IIID; County
Date originally began or will be initiated: 10/15/11
Partners: OC Health Department; North Utica Comm. Center
Target population: Adults and Older Adults 60+
Expected number of unduplicated participants in PLAN year: 60

Highest Level Evidence-based model used: Other
Local program name: Stay Young Strong Bones
List all funding sources: Title IIIB; Title IIID; County
Date originally began or will be initiated: 1/1/12
Partners: Parkway Center
Target population: Elderly
Expected number of unduplicated participants in PLAN year: 175

2. Health Promotion Services which will be funded under **non III-D funding (Title III-B, Title III-E, EISEP, CSE, CSI or other funding)**:

- Evidence Based (other than highest level) - Indicate model Healthy Choices NY
- Health or Mental Health Screening/Risk Assessments
- Medication Management
- Home Injury Control/Fall Prevention
- Preventive Nutrition Services
- Health Information
- Other (briefly describe):
- Physical Fitness Programs
- Mental Health Services
- Medicare Preventive Services
- Evidence Informed - Indicate program:
- Vaccination Clinic

CAREGIVER SERVICES

TITLE III-E NEW YORK ELDER CAREGIVER SUPPORT PROGRAM (Refer to the *Guide for Completion* and the Standard Assurances.

Services for Caregivers of Adults Who Are 60 and Over and Caregivers for Individuals of Any Age with Alzheimer's Disease or Related Disorder: At least one service under each category must be available to caregivers. Please check the appropriate column for the funding source planned to support the service(s) the AAA intends to provide. When III-E funds are being used (whether the sole source or in combination with other funding sources) (√) the Title III-E box **only and omit listing the other funding sources**. "Other" funding sources are required to be identified in the "Other" column; (√) **only when no Title III-E funds are being used to provide the service**.

SERVICE CATEGORY	FUNDING SOURCES		
	III-E	Other	Identify:
Information			
Outreach	<input type="checkbox"/>	<input checked="" type="checkbox"/>	IIIB; CSE
Public Information	<input type="checkbox"/>	<input type="checkbox"/>	
Assistance			
Information and Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Case Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
Counseling, Support Groups, Training (Only one required, but may provide all three)			
Counseling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Support Groups	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Training	<input type="checkbox"/>	<input type="checkbox"/>	
Respite			
Personal Care Level I	<input type="checkbox"/>	<input type="checkbox"/>	
Personal Care Level II	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Consumer Directed	<input type="checkbox"/>	<input type="checkbox"/>	
Home Health Aide	<input type="checkbox"/>	<input type="checkbox"/>	
In-home Contact and Support <i>(supervision of care receiver or friendly visiting)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Social Adult Day Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adult Day Health Care Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Overnight Adult Home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Overnight Nursing Home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
Supplemental Services			
PERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Home Delivered Meals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	
Legal Services	<input type="checkbox"/>	<input type="checkbox"/>	
Assisted Transportation	<input type="checkbox"/>	<input type="checkbox"/>	
Home Modification	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	

2. Optional Components of Title III-E Caregiver Support Program: (Check only those services to be funded by Title III-E):

Not Applicable, AAA does not plan to provide any optional components with Title III-E funds.

Services for caregiving grandparents and older relatives (to receive services, grandparents/relatives must be 55 years or older):

The AAA does plan to provide services to grandparents/relatives of children age 18 or younger (including persons with disabilities)

- Information Assistance Counseling Support Groups Training
 Respite (list types)
 Supplemental Services (list types)

The AAA does plan to provide services to grandparents/relatives who provide care to family members with disabilities between the ages of 19-59.

- Information Assistance Counseling Support Groups Training
 Respite (list types)
 Supplemental Services (list types)

Caregiver Resource Center (CRC) (applies only to NYS's 17 State Funded Programs)

The AAA has designated a physical location(s) as the CRC YES NO

Please check the activities that are provided through the CRC*:

- Resource Library
 Training
 Support Groups
 Counseling
 Information & Assistance
 Public Information
 Other: Specify

Specify any special needs populations that will be served:

*Note: All CRC activities continue to be included on **Service Delivery and Resource Allocation Plan - State & All Other Programs - line 19, 'Caregiver Services'**.

Caregiver Services Funded by Other Sources (e.g., Title III-B, CSE, State Respite Grants)

Caregiver Services (**Do not** include Caregiver Services funded with Title III-E or CRC funds)

- Presentation to groups Training Support group meetings
 Individual counseling Resource library
 Other (briefly describe)

EMPLOYMENT SERVICES - (Senior Community Service Employment Program [SCSEP] - TITLE V)

1. If the AAA has a current Memorandum of Understanding (MOU) with the local One Stop delivery system indicate the date it was signed. 03/19/2014

If the AAA does not have a MOU with the local One Stop delivery system describe the impediments encountered in obtaining one and describe the actions the AAA has taken to address the impediments.

2. How many participants are currently on the SCSEP waiting list? 12

3. Describe the AAA's plan to reach out to SCSEP targeted populations in the county.

In 2015 the Oneida County Office for the Aging/Continuing Care SCSEP Program plans to coordinate with the OFA/OCC/NYConnects Outreach Plan and provide mailing to organizations representing minority individuals in the Cities of Utica and Rome. The mailing will include an introductory letter that includes SCSEP program background and information regarding eligibility. This mailing will also provide contact information for those who may be interested in learning more about the program and for community professionals who can serve as referral sources. SCSEP Program Coordinator will also participate in health fairs and community events targeting low-income minority and non-english speaking persons for the purposes of providing outreach and education about the Oneida County SCSEP Program. The Parkway Center, Westside Senior Center, Veterans Annual Expo, and the Utica Heart Run & Walk Expo will be among the events used to target non-English speaking individuals in 2015.

4. Describe the AAA's plan for self-evaluation to ensure that the SCSEP will achieve its performance measures for the current and subsequent years following the most recent guidelines issued by the United States Department of Labor and NYSOFA.

Development of a monitoring tool: Oneida County OFA/OCC SCSEP Coordinator will develop a monitoring tool to be used to perform and annual contractor evaluation for the Office of Workforce Development. This monitoring tool and procedure will also be designed to perform a self-evaluation to ensure that the Oneida County SCSEP program is in compliance with all program standards . Enrollee Survey: An Oneida County SCSEP enrollee questionnaire will be developed and disseminated to each of the SCSEP enrollee's on an annual basis. The questionnaire will be designed to gather feedback on the effectiveness of the program and to target areas for improvement. Employment training site questionnaire: An Oneida County SCSEP enrollee training site survey will be developed and disseminated to each of the SCSEP training sites on an annual basis. The survey will be designed to gather feedback on the level of satisfaction from each of the training sites, proficiency of the SCSEP enrollee, and to gather suggestions for program modifications and improvement.

CERTIFICATIONS

Title V enrollees at the prevailing minimum wage.

The AAA certifies that it will limit reimbursement for consultants hired in carrying out the Title V Program to a maximum of \$500 per day.

HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM (HIICAP)

1. Clearly describe how the Program will use the HIICAP funding to provide Medicare counseling and outreach services, such as “Welcome to Medicare” and “Medicare 101” events. Also explain how your outreach efforts will target the lower-income, hard to reach and underserved populations, including those eligible for the Medicare Savings Program (MSP) and/or Low Income Subsidy (LIS).

Medicare Counseling Oneida County Office for the Aging/Continuing Care/NYConnects continues to operate and staff two (2) community based counseling centers in 2015. The locations are the Ava Dorfman Senior Citizens Civic Center, 305 East Locust Street Rome, NY 13440 and at North Utica Senior Citizens Community Center 50 Riverside Drive Utica NY 13502. The Rome Center in opened Monday through Friday with hours from 9:30-2:30 with one part time counselor present during those hours. The staffing pattern consists of (1) full time Counseling/Coordinator; One (2) full time Counselors; one (1) part time Counselor; and one (1) part time Counselor (SCSEP enrollee) who trained in all aspects of the HIICAP and provide counseling, outreach and education services for the Oneida County Office for the Aging/Continuing Care HIICAP Program. Outreach and Medicare Beneficiary Education Oneida County Plans to provide a monthly HIICAP/NYConnects column in the PrimeTime publication. In 2015 the Oneida County HIICAP Program will continue to utilize the Office for the Aging/Continuing Care Digital Health and Wellness program, AgeNet, as a mechanism for outreach and education for persons attending senior centers in Oneida County. AgeNet will also broadcast the locations and times where Medicare Beneficiaries can access counseling and assistance at the counseling sites.

2. Are there any anticipated changes to the following HIICAP components for 4/1/15-3/31/16?

- 1. Program Coordinator *YES NO
- 2. Program Operations *YES NO
- 3. Contractor *YES NO
- 4. Other *YES NO

If *YES, please explain:

3. Please provide the estimated weekly hours that the Coordinator dedicates to the Program: 4.00

4. Does the HIICAP Coordinator serve other non HIICAP functions? *Yes No

If *Yes, list:

SCSEP Outreach Activities Health Promotion Administrative duties

5. Provide the days and hours of operation that HIICAP is available to provide Medicare beneficiaries with one-on-one counseling.

Oneida County Office for the Aging/Continuing Care/NYConnects provides Medicare beneficiaries with one on one telephone counseling/Information and assistance Monday through Friday between 8:30 and 4:30. The HIICAP Counselor/Coordinator is located at the OFA/OCC Administrative office 120 Airline Street, Oriskany NY and provides telephone HIICAP counseling is available Monday through Friday between the hours of 8:30 to 4:30 as well as back-up for on-site counseling at the HIICAP Counseling Centers. Face to face counseling is available at two locations in Oneida County: Ava Dorfman Senior Citizens Civic Center 305 E. Locust Street Rome, NY 13440. HIICAP hours of availability are Tuesday and Thursday from 10:00 AM to 2:00 PM (and) North Utica Senior Citizens Community Center 50 Riverside Drive Utica, NY 13502. HIICAP hours of availability are Monday; Wednesday; and Friday 10:00 AM to 2:00 PM.

6. The HIICAP Hotline (1-800-701-0501) continues to experience a large increase in call volume. Please describe the AAA’s capacity to handle these calls, including: (1) how the calls are routed within the AAA (including NY Connects) to ensure that all callers are assisted and (2) Language Accessibility is provided.

In 2015 the Oneida County Office for the Aging/Continuing Care/NYConnects plans to continue its utilization of its NYConnects Intake Unit to receive, screen and triage calls to the HIICAP Counselors to provide HIICAP counseling services. In addition, all calls that are received after business hours are handled through the OFA/OCC telephone voice mail system to ensure all calls for HIICAP, as well as general information and assistance, are answered and triaged to the respective program voice mailbox. For the purposes of providing HIICAP counseling services to those individuals who are non-English speaking Oneida County contracts with four interpretation services including Multicultural Association of Medical Interpreters of CNY, Inc; Compass Interpreters, through the MV Resource Center for Refugees; Language & Cultural Services, Inc.; and Techno-Logic Solutions, Inc.

7. Does the HIICAP make referrals to the Managed Care Consumer Assistance Program (MCCAP) grantees for case assistance and referral? *Yes **No

If *Yes, list and describe how referrals are made:

Referrals are provided to MCCAP grantees by HIICAP Counselors when additional assistance is needed.

If **No, explain:

8. One of the roles of the HIICAP Coordinator is to find ways to successfully recruit volunteers. Describe the volunteer recruitment efforts during the past year and plans for this current funded year.

In 2015 the Office for the Aging/Continuing Care HIICAP representatives plan to continue their participation in health fairs and senior citizen meetings and events for the purposes of providing information, assistance and volunteer recruitment. In addition the OFA/OCC North Utica Community Center will begin its volunteer recruitment through the OFA/North Utica Senior Center Program known as Senior Community Assistance Program (CAPS). The RSVP Program and the Local AARP Chapter will also be targeted for volunteer recruitment in 2015. Recruitment efforts continue to be made in 2015 by the Oneida County Office for the Aging/Continuing care Health Insurance Counseling and Assistance Program (HIICAP) through the utilization of Senior Housing Managers to partner with the paid counseling staff as volunteers. The program continues place articles in Prime Time and attempt to recruit volunteers when at community events. Brochures are distributed at Senior Centers throughout the county for the purposes of volunteer recruitment. The Oneida County Office for the Aging/Continuing Care HIICAP program also plans to coordinate with the Senior Community Assistance Programs (CAPS) Program to recruit, screen, and match potential HIICAP volunteers.

9. Has HIICAP experienced any challenges either retaining or recruiting volunteers? *Yes No

If *Yes, explain:

Lack of interest when trying to recruit.

10. Please enter the number of HIICAP Volunteers that the county currently has: 3

11. Please list all sites (including the AAA office(s), contractors, partners and community agencies) that are utilized by HIICAP trained staff for counseling, enrollment and other HIICAP activities:

Name of Site: Dorman Senior Center

Is Site Paid by State Funds? Yes

Is there a written contract or MOU? No

What is the service area? Oneida County

What services are provided (i.e., counseling, training): Information, Assistance, Counseling, Education

Name of Site: North Utica Senior Citizens Community Center

Is Site Paid by State Funds? Yes

Is there a written contract or MOU? Yes

What is the service area? Oneida County

What services are provided (i.e., counseling, training): Information, Assistance, Counseling, Education, Training

Name of Site: Oneida County OFA/OCC/NYConnects- Oriskany

Is Site Paid by State Funds? Yes

Is there a written contract or MOU? No

What is the service area? Oneida County

What services are provided (i.e., counseling, training): Information, Assistance, Counseling, Education

SENIOR MEDICARE PATROL PROGRAM (SMP)

1. Briefly describe how the SMP will use fraud and abuse strategies in (1) one-to-one counseling sessions, (2) outreach events and (3) training/education programs.

In 2015 the Oneida County Office for the Aging/Continuing Care HIICAP Program plans to incorporate SMP fraud and abuse education by providing SMP printed educational material to individuals who attend health fairs and informational presentations and workshops sponsored and/or attended by OFA/OCC HIICAP personnel. SMP educational material will also be made available at both counseling sites for Senior Center members and those being served through the HIICAP program. A SMP CD presentation is also shown by the HIICAP staff at community presentations to create awareness about Medicare fraud as well as educate seniors on how to protect themselves from becoming a victim of fraud and abuse.

2. Briefly describe AAA's plan to recruit and train new SMP Volunteers.

Senior Center will be used to recruit and train SMP volunteers. Senior Center Directors will become involved by designating a senior center member to become a SMP volunteer for the HIICAP Program. The HIICAP Coordinator plans to facilitate an information session for all Oneida County Senior Center Directors in 2015. The Senior Center volunteer can report to the center Director or to the HIICAP Coordinator directly. The Senior Center volunteers will be trained by the HIICAP staff. In 2015 Senior housing complexes will be targeted to become a focal point for recruiting and training SMP volunteers. Senior housing managers will be trained in Medicare fraud and will be asked to assist in recruiting tenants with the goal of educating them in all aspects concerning Medicare fraud. HIICAP staff will conduct an information session in 2015 at an Office for the Aging/Continuing Care Advisory Council meeting to create awareness among its membership. In 2015 the Oneida County HIICAP Program will also provide information on Medicare Fraud through the monthly senior publication, PrimeTime, Senior Center Newsletters, and the digital health and wellness program AgeNet.

3. Please describe the AAA's process for handling SMP calls, including how the calls are routed within the AAA to ensure that all callers are assisted and Language Accessibility is provided and (2) the process for ensuring coordination between SMP, HIICAP and the NY Connects program with respect to calls received.

Oneida County Office for the Aging/Continuing Care/NYConnects utilizes its NYConnects Intake Unit to receive, screen and triage calls to the HIICAP Counselors to provide HIICAP counseling services. This same process will be used for receive SMP calls and referrals. For the purposes of providing HIICAP counseling services and SMP calls from those individuals who are non-English speaking Oneida County contracts with four interpretation services including Multicultural Association of Medical Interpreters of CNY, Inc; Compass Interpreters, through the MV Resource Center for Refugees; Language & Cultural Services, Inc.; and Techno-Logic Solutions, Inc.

GENERAL SERVICES: Please provide the following information regarding services the area agency intends to administer during the 2015-16 Annual Implementation Plan. Please refer to 14-PI-02, "Standard Definitions for Services and Units of Service." Brief narrative information regarding agency services may be added, but is not required.

1. Information and Assistance

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Information | <input checked="" type="checkbox"/> Benefits counseling | <input checked="" type="checkbox"/> Referral |
| <input type="checkbox"/> Tax Counseling | <input checked="" type="checkbox"/> Case assistance | <input checked="" type="checkbox"/> Housing assistance |
| <input type="checkbox"/> Other (briefly describe) | | |

2. In-Home Contact and Support

- | | |
|--|---|
| <input type="checkbox"/> Friendly visiting | <input type="checkbox"/> Shopping assistance |
| <input type="checkbox"/> Telephone reassurance | <input type="checkbox"/> Supervision services |
| <input checked="" type="checkbox"/> Other (briefly describe) Bill Payer Assistance; Elder Abuse Prevention | |

3. Outreach

- | | |
|--|---|
| <input checked="" type="checkbox"/> Face to face | <input checked="" type="checkbox"/> Telephone |
|--|---|

4. Transportation

a. Service Design

- | | |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Demand | <input type="checkbox"/> Fixed route |
|--|--------------------------------------|

b. Type(s) of activities planned for 2015-16:

- | | |
|---|--|
| <input checked="" type="checkbox"/> To medical appointments | <input type="checkbox"/> To program sites & senior centers |
| <input type="checkbox"/> To visit friends & relatives | <input type="checkbox"/> Shopping assistance |
| <input type="checkbox"/> Other (briefly describe) | |

5. Adult Day Services

- | |
|--|
| <input checked="" type="checkbox"/> Social Adult Day Service |
| <input type="checkbox"/> Adult Day Health Care |
| <input type="checkbox"/> Other (briefly describe) |

Narrative Information:

MANAGED LONG TERM CARE (MLTC) PLANS & MANAGED CARE ORGANIZATIONS (MCOs)

Area Agencies on Aging provide services allowable under Medicaid Managed Long Term Care, Health Homes and the FIDA (Fully Integrated Duals Advantage) Demonstration as well as services that a managed care organization may purchase from the AAA that is optional for them.

Describe below if you are contracting with a managed long term care plan or managed care organization, what services you are contracted to provide, and either the value of that contract or the particular rate received for that service (whichever is appropriate).

Does the AAA plan on contracting with any MLTC plans/MCOs this PLAN year?

*YES NO **MANAGED LONG TERM CARE (MLTC) PLANS & MANAGED CARE ORGANIZATIONS (MCOs) SERVICES**

Name of MLTC/MCO:		Fidelis Care New York	
What service(s) is/are the AAA contracted for or negotiating to provide for the MLTC plan/MCO and value of the contract/rate received?	VALUE OF CONTRACT	RATE RECEIVED	
<input type="checkbox"/> Personal Care Levels I or II, Home Health Aide	0.00	0.00	
<input type="checkbox"/> Consumer Directed In-home Services	0.00	0.00	
<input type="checkbox"/> Case Management	0.00	0.00	
<input type="checkbox"/> Adult Day Services (Medical or Social model)	0.00	0.00	
<input type="checkbox"/> Personal Emergency Response System (PERS)	0.00	0.00	
<input checked="" type="checkbox"/> Nutrition -- Home-delivered meals or congregate meals	10000.00	8.35	
<input type="checkbox"/> Home modifications	0.00	0.00	
<input type="checkbox"/> Non-emergency medical transportation to doctor offices, clinics (ambulette)	0.00	0.00	
<input checked="" type="checkbox"/> Other List: Nursing Assessments	2000.00	175.00	
Comments:			

Name of MLTC/MCO:		Senior Network Health, LLC	
What service(s) is/are the AAA contracted for or negotiating to provide for the MLTC plan/MCO and value of the contract/rate received?	VALUE OF CONTRACT	RATE RECEIVED	
<input type="checkbox"/> Personal Care Levels I or II, Home Health Aide	0.00	0.00	
<input type="checkbox"/> Consumer Directed In-home Services	0.00	0.00	
<input type="checkbox"/> Case Management	0.00	0.00	
<input type="checkbox"/> Adult Day Services (Medical or Social model)	0.00	0.00	
<input type="checkbox"/> Personal Emergency Response System (PERS)	0.00	0.00	
<input checked="" type="checkbox"/> Nutrition -- Home-delivered meals or congregate meals	367400.00	8.35	
<input type="checkbox"/> Home modifications	0.00	0.00	

<input type="checkbox"/> Non-emergency medical transportation to doctor offices, clinics (ambulette)	0.00	0.00
<input type="checkbox"/> Other List:	0.00	0.00
Comments: Have been a provider for Senior Network Health for several years		
Name of MLTC/MCO: United HealthCare Community Plan		
What service(s) is/are the AAA contracted for or negotiating to provide for the MLTC plan/MCO and value of the contract/rate received?	VALUE OF CONTRACT	RATE RECEIVED
<input type="checkbox"/> Personal Care Levels I or II, Home Health Aide	0.00	0.00
<input type="checkbox"/> Consumer Directed In-home Services	0.00	0.00
<input type="checkbox"/> Case Management	0.00	0.00
<input type="checkbox"/> Adult Day Services (Medical or Social model)	0.00	0.00
<input type="checkbox"/> Personal Emergency Response System (PERS)	0.00	0.00
<input checked="" type="checkbox"/> Nutrition -- Home-delivered meals or congregate meals	10000.00	8.35
<input type="checkbox"/> Home modifications	0.00	0.00
<input type="checkbox"/> Non-emergency medical transportation to doctor offices, clinics (ambulette)	0.00	0.00
<input type="checkbox"/> Other List:	0.00	0.00
Comments:		

OTHER NYSOFA FUNDING AND SERVICES: Please check the box(es) to indicate programs that your AAA administers and enter the amount of funding anticipated for the coming program period. Include the funding amount on the line indicated under the 'All Other Programs' column of the **Service Delivery and Resource Allocation Plan**.

PROGRAM NAME	SERVICES PROVIDED	FUNDING AMOUNT	'ALL OTHER PROGRAMS' COLUMN - LINE #
<input checked="" type="checkbox"/> Title V	Employment Services	55,798	21 (Other Services)
	Planning/Implementation/Admin.	5,573	22 (Area Plan Admin.)
<input type="checkbox"/> Title VII	Ombudsman Services	0	20 (LTC Ombudsman)
<input type="checkbox"/> State LTCOP	Ombudsman Services	0	20 (LTC Ombudsman)
<input type="checkbox"/> Foster Grandparents	Volunteer Services Program	0	21 (Other Services)
<input type="checkbox"/> RSVP	Volunteer Services Program	0	21 (Other Services)
		0	Other: Enter line#:
<input type="checkbox"/> Grants-In-Aid	Various	0	Determined by AAA Enter line#(s):
<input type="checkbox"/> Caregiver Resource Center (State Funded)	Information & Assistance	0	13 (Information & Assistance)
	Caregiver Services	0	19 (Caregiver Services)
<input checked="" type="checkbox"/> HIICAP/SMP	Information & Assistance	32,270	13 (Information & Assistance)
	Outreach	0	14 (Outreach)
	Counseling & Assistance	0	21 (Other Services)
<input checked="" type="checkbox"/> NY Connects/ADRC	Information and Assistance	64,776	13 (Information & Assistance)
	Public Information	0	21 (Other Services)
	Planning/Implementation/Admin.	0	22 (Area Plan Admin.)
<input checked="" type="checkbox"/> MIPPA	Information and Assistance	8,718	13 (Information & Assistance)
	Outreach	0	14 (Outreach)
	Public Information	0	21 (Other Services)
<input checked="" type="checkbox"/> Systems Integration Grant	Information and Assistance	0	13 (Information and Assistance)
	Health Promotion	0	17 (Health Promotion)
	Other Services	8,800	21 (Other Services)
	Administration	0	22 (Area Plan Admin.)
<input checked="" type="checkbox"/> State Funded Transportation	Transportation	6,750	9 (Assisted Transportation)
		6,750	10 (Transportation)
<input checked="" type="checkbox"/> Other; specify	BIPP- I & A	87,759	Line #: 13
<input checked="" type="checkbox"/> Other; specify	BIPP - Outreach - Agenet	25,000	Line #: 14
<input checked="" type="checkbox"/> Other; specify	BIPP - Case Management	103,170	Line #: 6
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #:
TOTAL			405,364

Sub-Totals:
 Line 9: 6,750
 Line 10: 6,750
 Line 13: 105,764
 Line 14: 0
 Line 17: 0
 Line 19: 0
 Line 20: 0
 Line 21: 64,598
 Line 22: 5,573
 GIA: 0
 Other lines: 215,929
Total: 405,364

OTHER SERVICES: Complete the following to identify and describe all services/programs included on Line 21 in the Federal, State or Other Funding Columns, on the "Services Delivery and Resource Allocation" pages. Examples might include: ID/discount cards/programs; medical equipment loan programs; public information/education; home modifications; residential repair and maintenance; overnight respite care; assistive devices/technology; laundry services; chore services; options counseling; crime and safety programs; energy assistance; group respite; and services purchased from the AAA (not included in lines 1-20); etc. See Guide for Completion and 14-PI-02 Standard Definitions of Service.

Other Services:

Name/Description of Service/Program: VDHCBS - CLP

Directly Provided [] Contracted []

Briefly describe the service: Veterans Directed Home and Community Based Services: Flexible consumer directed services for the Veterans as approved by the Syracuse VA Medical Center.

Amount of Funding for this Service: 70,000

Number of Units: 10000

Funding Sources (List all): Department of Veterans Affairs

Name/Description of Service/Program: Rsepit and Respite Beds

Directly Provided [] Contracted []

Briefly describe the service: Alzheimer's Association provides Caregiver Respite and respite bed services only to clients referred by OFA/OCC. These services include overnight adult home and Overnight Nursing Home stays.

Amount of Funding for this Service: 44,000

Number of Units: 2900

Funding Sources (List all): Title III-E

Name/Description of Service/Program: Senior Employment Services

Directly Provided [] Contracted []

Briefly describe the service: Senior Workforce Training and Employment program through Oneida County Workforce Development Department

Amount of Funding for this Service: 55,233

Number of Units: 5460

Funding Sources (List all): Title V - SCSEP

Name/Description of Service/Program: Systems Integration Initiative

Directly Provided [] Contracted []

Briefly describe the service: Development for online training for the aging network. Development of project outcome measurements.

Amount of Funding for this Service: 8,800

Number of Units: 250

Funding Sources (List all): Systems Integration Grant

Total Funding for all Other Services: \$178,033

New York State Office for the Aging
 Service Delivery and Resource Allocation Plan - Federal Programs

Service Categories	Dir	Con	Number of Individuals to be Served	Grand Total Units All sources (Pages 1&2)	Grand Total Funding \$ All sources (Pages 1&2)	Title III-B Units	Title III-B Funding \$	Title III-C-1 Units	Title III-C-1 Funding \$	Title III-C-2 Units	Title III-C-2 Funding \$	Title III-D Units	Title III-D Funding \$	Title III-E Units (e)	Title III-E Funding \$ (e)
1. Personal Care Services															
a. Personal Care Level II(c)		(N)	254	22,279	387,900	0	0							24	4,000
b. Personal Care Level I(c)		(N)	28	2,281	38,100	0	0							0	0
2. Consumer Directed In-Home Services(c)		(N)	35	3,858	45,750	0	0							0	0
3. Home Health Aide(s)		(N)	0	0	0	0	0							0	0
4. Home Delivered Meals		(N)	729	109,073	782,053	0	0			43,500	311,895			0	0
5. Adult Day Services		(N)	97	22,353	268,250	0	0							900	6,425
6. Case Management(a)		(N)	923	29,386	717,368	5,390	129,377							208	2,500
7. Congregate Meals (Total)		(N)	1,345	43,500	311,895	0	0	43,500	311,895					3,391	83,101
a) NSIP Ineligible Cong. **				500	0			500	0					0	0
b) NSIP Eligible Cong.				43,000	0			43,000	0					0	0
8. Nutrition Counseling		(N)	19	23	2,192	0	0	12	1,278	5	457	0	0	0	0
9. Assisted Transportation		(N)	157	581	9,000	83	1,250	0	0	0	0	0	0	0	0
10. Transportation(a)		(N)	157	581	9,000	83	1,250	0	0	0	0	0	0	0	0
11. Legal Assistance(b)		(N)	117	416	25,000	416	25,000	0	0	0	0	0	0	0	0
12. Nutrition Education		(N)	2,106	11,380	27,112	0	0	5,145	9,674	3,165	9,149	0	0	0	0
13. Information & Assistance(a)		(N)	2,280	21,399	385,350	7,348	134,482	807	13,726	2,822	47,976	0	0	3,021	72,428
14. Outreach(a)		(N)	362	362	15,624	299	14,574	0	0	0	0	0	0	0	0
15. In-Home Contact & Support (c)		(N)	75	1,320	21,452	0	0	0	0	0	0	0	0	0	0
16. Sen. Center/Rec & Education		(N)	0	0	0	0	0	0	0	0	0	0	0	0	0
17. Health Promotion		(N)	300	1,033	18,857	0	0	0	0	0	0	1,033	18,857	0	0
18. Personal Emergency Response		(N)	265	3,256	81,270	0	0	0	0	0	0	0	0	80	2,000
19. Caregiver Services(c)		(N)	75	57	2,562	0	0	0	0	0	0	0	0	57	2,562
20. LTC Ombudsman		(N)	0	0	0	0	0	0	0	0	0	0	0	0	0
21. Other Services															
22. Area Plan Administration															
23. Total															
					3,446,508		378,640		351,050		384,645		18,857		259,818

(a) These services constitute Access services under Title III-B for the purpose of meeting the priority services requirement of 20%.
 (b) These services constitute Legal Services under Title III-B for the purpose of meeting the priority services requirement of 7%.
 (c) These services constitute In-Home Services under Title III-B for the purpose of meeting the priority services requirement of 2.5%.
 (d) See Guide for Completion for limitations on expenditures for Supportive and Access services under Title III-C, Line 15, In-Home Contact & Support may only include Shopping Assistance under Titles III-C-1 and III-C-2.
 (e) Refer to the Guide for Completion for listing of services included in each of the five Title III-E Service Categories. Supplemental Services are limited to 20% of the total Title III-E budget.
 ** NSIP - Nutrition Services Incentive Program (formerly Cash-in-Lien of Commodity Foods)

New York State Office for the Aging
 Service Delivery and Resource Allocation Plan - State & All Other Programs

Service Categories	EISEP Units	EISEP Funding \$	CSE Units	CSE Funding \$	CSI Units	CSI Funding \$	WIN Units	WIN Funding \$	All Other Programs Units	All Other Programs Funding \$	All Other Programs Funding Source*
1. Personal Care Services											
a. Personal Care Level II	22,255	\$383,900(a)	0	\$0	0	\$0	0	\$0	0	\$0	
b. Personal Care Level I	2,281	\$38,100(a)	0	\$0	0	\$0	0	\$0	0	\$0	
2. Consumer Directed In-home Services	3,859	\$45,730(a)	0	\$0	0	\$0	0	\$0	0	\$0	
3. Home Health Aide	0	\$0(a&b)	0	\$0	0	\$0	0	\$0	0	\$0	
4. Home Delivered Meals	0	\$0(a&b&d)	0	\$0	0	\$0	64,673	\$463,703	0(c)	\$0	
5. Adult Day Services	0	\$0(a&b&d)	22,145	\$265,750	0	\$0	0	\$0	0	\$0	
6. Case Management	15,044	\$372,350	3,755	\$88,636	0	\$0	1,806	\$43,904	0	\$0	
7. Congregate Meals (Total)	0	\$0(a&b)	0	\$0	0	\$0	0	\$0	0	\$0	
a) NSIP Ineligible Meals	0	\$0(a&b)	0	\$0	0	\$0	0	\$0	0	\$0	
b) NSIP Eligible Meals	0	\$0(a&b)	0	\$0	0	\$0	0	\$0	0	\$0	
8. Nutrition Counseling	0	\$0(a&b)	0	\$0	0	\$0	0	\$0	0	\$0	
9. Assisted Transportation	50	\$1,000(a&b)	0	\$0	0	\$0	6	\$482	0	\$0	
10. Transportation	50	\$1,000(a&b)	0	\$0	0	\$0	0	\$0	448	\$6,750	
11. Legal Assistance	0	\$0	0	\$0	0	\$0	0	\$0	448	\$6,750	
12. Nutrition Education	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
13. Information & Assistance	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
14. Outreach	0	\$0	3,718	\$62,292	466	\$7,578	2,617	\$47,108	0	\$0	
15. In-Home Contact & Support	0	\$0(a&b&c)	63	\$1,053	0	\$0	0	\$0	0	\$0	
16. Sen. Center/Rec & Education	0	\$0(a&b&c)	1,320	\$21,452	0	\$0	0	\$0	0	\$0	
17. Health Promotion	0	\$0(a&b)	0	\$0	0	\$0	0	\$0	0	\$0	
18. Personal Emergency Response	3,170	\$79,270(a&b)	0	\$0	0	\$0	0	\$0	0	\$0	
19. Caregiver Services	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
20. LTC Ombudsman	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
21. Other Services	0	\$0(a&b)	0	\$0	0	\$0	0	\$0	0	\$0	
22. Planning/Implementation/Admin.	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Total		\$973,652		\$52,282		\$7,578		\$23,825		\$13,500	(f)
		\$973,652		\$491,465		\$7,578		\$587,313		\$13,500	

(a) See Guide for Limitations on services provided under EISEP.
 (b) See Guide for Completion for information regarding these EISEP services.
 (c) Enter the number of LTHCP for other non-NSIP eligible meals 0
 (d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: \$ 0 Ancillary Services: \$ 0
 (e) Enter the amount of In-home Contact & Support Services provided as: Non-Institutional Respite: \$ 0 Ancillary Services: \$ 0
 (f) See Other NYSOFA Funding and Services and Other Services pages

- 1) Title VII
 2) Title V
 3) Systems Integration Grant
 4) N/A (III-D)
 5) CSI
 6) State Caregivers (CRC)
 7) State LTCOP
 8) RSVP
 9) State Respite Program
 10) HITCAP
 11) NY Connects/ADRC
 12) Transportation
 13) County Funds
 14) MIPPA
 15) Other, specify VA
 16) Other, specify M/A
 17) Other, specify BIEP
 18) Other, specify
 19) Other, specify
 20) Other, specify
 21) Other, specify
 22) Other, specify
 23) Other, specify
 24) Other, specify

AAA: Oneida-30
 Period: 1/1/15 to 12/31/15
 Title III-B Period (if different than above): 01/01/2015 to 12/31/2015
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Application For Funding
 Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E

Budget Category	Title III-B Area Plan Admin.	Title III-B Services	Total III-B Budget	Title III-C1 Area Plan Admin.	Title III-C1 Services	Total III-C1 Budget	Title III-C2 Area Plan Admin.	Title III-C2 Services	Total III-C2 Budget	Title III-D Budget	Title III-E Area Plan Admin.	Title III-E Services	Total III-E Budget**
1. PERSONNEL	\$54,395	\$46,400	\$100,795	\$9,409	\$5,555	\$14,964	\$10,529	\$22,333	\$32,862	\$0	\$14,788	\$16,744	\$31,532
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	54,395	46,400	100,795	9,409	5,555	14,964	10,529	22,333	32,862	0	14,788	16,744	31,532
2. FRINGE BENEFITS	16,318	13,920	30,238	2,823	1,666	4,489	3,159	6,700	9,859	0	4,436	5,023	9,459
			30.00%			30.00%			30.00%	0.00%			30.00%
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
4. TRAVEL	0	1,500	1,500	0	875	875	0	1,295	1,295	0	0	0	0
5. MAINTENANCE & OPERATIONS	0	17,444	17,444	0	5,018	5,018	0	5,228	5,228	510	0	12,788	12,788
6. OTHER EXPENSES	0	1,940	1,940	0	612	612	0	460	460	105	0	1,195	1,195
7. CONTRACTS	2,000	224,729	226,729	2,250	322,842	325,092	1,500	333,441	334,941	18,242	3,550	181,294	184,844
8. FOOD													
9. TOTAL BUDGET (Lines 1-8)	\$72,713	\$305,933	\$378,646	\$14,482	\$336,568	\$351,050	\$15,188	\$369,457	\$384,645	\$18,857	\$22,774	\$217,044	\$239,818
10. Less Anticipated Income													
11. Less NSIP/COMMODITY FOOD (Line 9 Less Lines 10 & 11)	\$72,713	\$304,833	\$377,546	\$14,482	\$262,618	\$277,100	\$15,188	\$295,507	\$310,695	\$18,857	\$22,774	\$212,044	\$234,818
12. NET TOTAL	\$54,395	\$274,311	\$328,845	\$10,860	\$233,469	\$244,329	\$11,391	\$265,504	\$276,895	\$16,571	\$17,080	\$158,408	\$175,488
13. FEDERAL FUNDS REQUESTED	75.0000%	89.9900%	89.9900%	74.9900%	88.9000%	88.9000%	75.0000%	89.8500%	87.8800%	75.0000%	75.0000%	74.7100%	75.0000%
14. MATCHING FUNDS	18,179.00	30,522.00	48,701.00	3,622.00	29,149.00	32,771.00	3,797.00	30,003.00	33,800.00	2,286.00	5,694.00	53,636.00	59,330.00
	25.0010%	10.0127%		25.0104%	11.0994%		25.0000%	10.1531%		12.1228%	25.0022%	25.2948%	

(a) Adjustments to Personnel Roster - see Attachment E.
 (b) Composite Fringe Benefit Percentage.
 (c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.
 (d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.
 Line 1 Total APA Personnel expenses: \$891,211

**Title III-E Expenditures Grandparents and older relatives Caring for Children Activities: 0.00 0.0000 %
 This service is limited to 10% of the Title III-E federal funds and local match plus income generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59.
 ***Title III-E Expenditures Budgeted for Supplemental Services: \$14053.00 5.9846 %
 This service is limited to 20% of the Title III-E federal funds and local match plus income generated by these services.
 Percent of Federal funds budgeted for Area Plan Administration: \$93865.00 9.0071 %
 (See Guide for Completion for further information)

AAA: Oneida-30
 Period: 1/1/15 to 12/31/15
 Title III-B Period (if different than above): 01/01/2015 to 12/31/2015
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-Supporting Budget Schedule - Federal Programs

	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
5. MAINTENANCE & OPERATIONS					
A. Rental Costs from Rent Allocation Schedule	\$11,920	\$3,973	\$3,973	0	\$9,536
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0
D. Equipment Costing Less Than \$1,000	750	0	0	0	0
E. Insurance	0	75	100	0	650
F. Photocopying	875	345	375	70	275
G. Postage	800	100	125	275	550
H. Printing	750	50	75	105	317
I. Supplies	1,274	475	475	60	1,050
J. Telephone	900	0	0	0	225
K. Other (specify): copier rental	175	0	0	0	0
L. Other (specify): shredding	0	0	0	0	0
M. Other (specify):	0	0	0	0	0
Total Maintenance & Operations	\$17,444	\$5,018	\$5,228	\$ 510	\$12,788
6. OTHER EXPENSES					
A. Audits	0	0	0	0	0
B. Bonding	0	0	0	0	0
C. Conferences, Seminars & Training	555	237	95	0	0
D. Membership & Subscriptions	585	250	240	75	400
E. Minor Alterations & Renovations	0	0	0	30	795
F. Language Access Services*	800	0	0	0	0
G. Other (specify):	0	0	0	0	0
H. Other (specify):	0	0	0	0	0
Total Other Expenses	\$1,940	\$ 612	\$ 460	\$ 105	\$1,195

*If the AAA does not expect to incur expenses related to the provision of Language Access Services--question 5C in the DEMOGRAPHIC DATA & TARGETING OBJECTIVES section must be completed.

AAA: Oneida-30
 Period: 1/1/15 to 12/31/15
 Title III-B Period (if different than above): 01/01/2015 to 12/31/2015
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Supporting Budget Schedule - Federal Programs - cont.

	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
10. ANTICIPATED INCOME					
A. Participant Contributions	1,100	43,500	43,500	0	5,000
B. Other Income (specify source):	0	0	0	0	0
Total Income (10A + 10B)	1,100	43,500	43,500	0	5,000
13. FEDERAL FUNDS					
A. Carryover*	50,000.00	0.00	0.00	0.00	50,000.00
B. Base Allocation	278,845	359,308	161,916	16,571	125,488
C. Transfer From and (To) III-B**					
D. Transfer From and (To) III-C1**	0		114,979		
E. Transfer From and (To) III-C2**	0	-114,979			
F. Supplement	0	0			
Total Federal Funds	\$328,845.00	\$244,329.00	\$276,895.00	\$16,571.00	\$175,488.00
14. MATCHING FUNDS					
Source (Check if In-Kind)					
County	48,701.00	32,771.00	33,800.00	2,286.00	59,330.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Volunteers as Match	0.00	0.00	0.00	0.00	0.00
Total Matching Funds	\$48,701.00	\$32,771.00	\$33,800.00	\$2,286.00	\$59,330.00

* If Carryover exceeds 7.5% of the previous year's combined total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.
 ** Provide justification for all transfers in Attachment D.

Application for Funding
 Summary Budget for EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

Budget Category	EISEP Implementation	EISEP Services Activities	Total EISEP Budget	CSF Planning & Implementation	CSE Community Service Project Activities	Total CSE Budget	CSI Administration	CSI Services Costs	Total CSI Budget	WIN Administration	WIN Service Activities	Total WIN Budget	Total CRC Budget	Total State Transportation Budget
1. PERSONNEL	\$38,247	\$114,178	\$152,425	\$34,333	\$52,787	\$87,120	\$0	\$0	\$0	17,173	39,192	\$56,365	\$0	1,669
Adjusted Personnel	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. FRINGE BENEFITS	38,247	114,178	152,425	34,333	52,787	87,120	0	0	0	17,173	39,192	56,365	0	1,669
Fringe Benefits Percent	11.47%	34.25%	45.72%	10.30%	15.83%	26.13%	0	0	0	5.15%	13.05%	18.21%	0	501
3. EQUIPMENT	0	0	30.00% (b)	0	0	30.00% (b)	0	0	0.00% (b)	0	0	32.31% (b)	0.00% (b)	30.02% (b)
4. TRAVEL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. MAINTENANCE & OPERATIONS	0	24,410	24,410	649	14,060	14,709	0	0	0	0	1,354	1,354	0	0
6. OTHER EXPENSES	0	1,145	1,145	0	0	0	0	0	0	0	1,863	1,863	0	162
7. CONTRACTS	2,562	747,364	749,926	7,000	355,375	362,375	0	7,578	7,578	1,500	507,295	508,795	0	13,500
8. FOOD	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. TOTAL BUDGET (Lines 1-8)	\$52,282	\$921,350	\$973,632	\$52,282	\$439,183	\$491,465	\$0	\$7,578	\$7,578	\$23,825	\$563,488	\$587,313	\$0	\$15,832
10. Less Anticipated Income (Not Used as Local Match)	0	31,000	31,000	0	4,000	4,000	0	0	0	0	64,673	64,673	0	\$1,131
11. Less NSIP/COMMODITY FOOD	0	0	0	0	0	0	0	0	0	0	45,271	45,271	0	0
12. NET TOTAL (Line 9 Less Lines 10 & 11)	52,282	890,350	942,632	52,282	435,183	487,465	0	7,578	7,578	23,825	453,544	477,369	0	14,701
13. STATE FUNDS REQUESTED	52,282(c)	665,968(d)	718,250	52,282(c)	324,999(d)	377,281	0(d,e)	5,656(d)	5,656(d)	23,825(e)	453,544	477,369	0	14,701
State Funds Percent	74.80	74.80	74.80	74.80	74.68	74.64	0.00	74.64	74.64	23.825(e)	453,544	477,369	0	14,701
14. MATCHING FUNDS	224,382	224,382	224,382	0	110,184	110,184	0	1,922	1,922	0	0	0	0	0
Matching Funds percent	25.20	25.20	25.32	25.32	25.32	25.36	0	1,922	1,922	0	0	0	0	0

(a) Adjustments to Personnel Roster
 (b) Composite Fringe Benefit Percentage
 (c) 100% State Reimbursement
 (d) 75% State Reimbursement
 (e) Limited to 5% of total state funds (WIN and CSI programs)
 (f) State Transportation funds may not be utilized to purchase vehicles
 EISEP In-Home Services Percentage: 47.40% (EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-Home Services only)
 EISEP Ancillary Services Percentage: 9.13% (Ancillary services include Adult Day Services not provided as non-institutional respite, HD, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services)
 (See Guide for Completion and the worksheet for additional information.)

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN CRC and State Transportation Programs

5. MAINTENANCE & OPERATIONS		EISEP	CSE	CSI	WIN	CRC	State Transportation
A. Rental Costs from Rent Allocation Schedule		\$19,071	\$10,330	\$0	\$0	\$0	\$0
B. Adjustments to Rental Costs - see Attachment E		0	0	0	0	0	0
C. Equipment Maintenance		0	0	0	0	0	0
D. Equipment Costing Less Than \$1,000		0	495	0	0	0	0
E. Insurance		775	949	0	141	0	0
F. Photocopying		0	0	0	0	0	0
G. Postage		629	0	0	0	0	0
H. Printing		975	390	0	625	0	0
I. Supplies		475	690	0	121	0	85
J. Telephone		1,995	140	0	51	0	0
K. Other (specify): copier rental		395	965	0	875	0	0
L. Other (specify): confidata-shredding		95	750	0	50	0	0
M. Other (specify):		0	0	0	0	0	0
Total Maintenance & Operations		\$24,410	\$14,709	\$0	\$1,863	\$0	\$162
6. OTHER EXPENSES							
A. Audits		0	0	0	0	0	0
B. Bonding		0	0	0	0	0	0
C. Conferences, Seminars & Training		0	0	0	0	0	0
D. Membership & Subscriptions		0	0	0	250	0	0
E. Minor Alterations & Renovations		1,145	1,125	0	475	0	0
F. Language Access Services*		0	0	0	0	0	0
G. Other* (specify):		0	0	0	0	0	0
H. Other* (specify):		0	0	0	0	0	0
Total Other Expenses		\$1,145	\$1,125	\$0	\$725	\$0	\$0

*If the AAA does not expect to incur expenses related to the provision of Language Access Services--question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVE Section must be completed.

**Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. G or H unless they are purchased as part of a contract.

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

10. ANTICIPATED INCOME	EISEP	CSE	CSI	WIN	CRC	State Transportation
A. Cost Sharing	30,000		0			
B. Cost Sharing Transferred from EISEP to CSE	0		0			
C. Net Cost Sharing (10A[+ or -]10B)	30,000		0			
D. Participant Contributions	1,000	4,000		64,673		1,131
E. Other Income (specify source):	0		0			0
F. Contributions Used as Match	0		0			0
Total Income (10C+10D+10E-10F)	\$31,000	\$4,000	\$0	\$64,673	\$0	\$1,131
14. Matching Funds						
Source						
County						
	224,382	110,184		1,922		
	0	0		0		0
	0	0		0		0
	0	0		0		0
Volunteers as Match	0			0		0
Contributions Used as Match	0			0		0
Total Matching Funds	\$224,382	\$110,184	\$1,922	\$0	\$0	\$0

Application For Funding
 Summary Budget for HIICAP and Title V

Budget Category	HIICAP	Title V				Total
		Administration	Enrollee Wages and Fringe Benefits	Program/Other Costs		
1. PERSONNEL	0	4,287	0	0	4,287	
Adjustments (a)	0	0	0	0	0	
Adjusted Personnel	0	4,287	0	0	4,287	
2. FRINGE BENEFITS	0	1,286	0	0	1,286	
0.00% (a)	0	30.00% (a)	0.00% (a)	0.00% (a)	0	
3. EQUIPMENT	0	0	0	0	0	
4. TRAVEL	0	0	0	0	0	
5. MAINTENANCE & OPERATIONS	390	0	0	0	96	
6. OTHER EXPENSES	210	0	0	1,022	1,022	
7. CONTRACTS	32,141	0	0	110	110	
8. FOOD			52,170	2,400	54,570	
9. TOTAL BUDGET (Lines 1-8)	32,741	5,573	52,170	3,628	61,371	
10. Less Anticipated Income	471					
11. NET TOTAL (Line 9 Less Line 10)	32,270	5,573	52,170	3,628	61,371	
12. FEDERAL/STATE FUNDS REQUESTED	32,270	5,015 (b)	46,953 (c)	3,265	55,233	
13. MATCHING FUNDS	0	558	5,217	363	6,138 (d)	

(a) Composite Fringe Benefit Percentage.

(b) Federal share of administration is not to exceed 9.45% of the Federal funds requested.

(c) Federal share of Enrollee wages and Fringe Benefits must be at least 75% of the Federal funds requested.

(d) Federal share cannot exceed 90% of the Total Budget (minimum match 10%).

AAA: Oneida-30
 HHCAP Period: 4/1/15 to 3/31/16
 Title V Period 7/1/15 to 6/30/16
 Original Date Submitted: 12/16/2014
 Date Revised:
 Date Last Saved: 12/16/2014 at 10:15 AM | Last Saved By: Susie Ferritano

Supporting Budget Schedule for HHCAP and Title V

	HHCAP	Title V
5. MAINTENANCE & OPERATIONS		
A. Rental Costs from Rent Allocation Schedule	\$ 0	\$ 397
B. Adjustments to Rental Costs - see Attachment E	0	0
C. Equipment Maintenance	0	0
D. Equipment Costing Less Than \$1,000	0	0
E. Insurance	0	0
F. Photocopying	0	0
G. Postage	95	65
H. Printing	75	0
I. Supplies	45	0
J. Telephone	0	40
K. Other (specify): IT Support	85	375
L. Other (specify): copier rental	90	75
M. Other (specify):	0	70
Total Maintenance & Operations	0	0
6. OTHER EXPENSES	390	1,022
A. Audits		
B. Bonding	0	0
C. Conferences, Seminars & Training	0	0
D. Membership & Subscriptions	0	0
E. Minor Alterations & Renovations	210	110
F. Language Access Services *	0	0
G. Other (specify):	0	0
H. Other (specify):	0	0
Total Other Expenses	210	110

* If the AAA does not expect to incur expenses related to the provision of Language Access Services --question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVES Section must be completed.

AAA: Oneida- 30
 HIICAP Period: 4/1/15 to 3/31/16
 Title V Period 7/1/15 to 6/30/16
 Original Date Submitted: 12/16/2014
 Date Revised:
 Date Last Saved By: Susie Perritano

Date Last Saved: 12/16/2014 at 10:15 AM | Last Saved By: Susie Perritano

Supporting Budget Schedule for HIICAP and Title V

	HIICAP	Title V
10. ANTICIPATED INCOME		
A. Participant Contributions		
	471	
B. Other Income (specify source):		
Total Income (10A +10B)	0	
13. STATE OR FEDERAL FUNDS		
	471	
A. Carryover		
B. Base Allocation		
	32,270	55,233
C. Supplement		
	0	0
Total State or Federal Funds	32,270	55,233
14. MATCHING FUNDS		
Source (Check if In-Kind)		
County <input type="checkbox"/>		
<input type="checkbox"/>	0	6,138
<input type="checkbox"/>	0	0
<input type="checkbox"/>	0	0
<input type="checkbox"/>	0	0
Total Matching Funds	0	6,138

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin. ^(a)	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP			8 CSE			9 WIN			10 OTHER FUNDING		SOURCES ^(b)
							7a Implementation	7b EISEP Services	7c Plan & Implementation	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services	Amount	Percentage			
N Allen-Burdick C.***	47,200	9,452	0	4,726	9,452	0	0	0	0	0	0	0	5,671	11,813	6,144	13.00%	#16	
T Other: Nutrition Services Coordinator	100.00%	20.00%	0.00%	10.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	12.00%	25.00%	0	0	#16	
N Arcuni, Terrie	9,455	0	0	0	0	0	194	0	0	0	0	0	0	0	0	9,305	98.00%	#16
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#16
N Binney, Sue	36,236	0	0	0	0	0	1,812	7,247	0	0	0	0	0	0	0	0	21,742	#16
T Other: Medical Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#16
N Buczek, D	46,753	4,673	1,402	0	0	0	933	0	933	0	0	0	0	0	0	0	37,855	#16
T Other: Senior Administrative Assistant	100.00%	10.00%	3.00%	0.00%	0.00%	0.00%	2.00%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#16
N DeRosa, D.	65,164	3,258	5,865	0	1,955	0	0	13,684	1,955	0	0	0	0	0	0	0	33,886	#16
T Other: OCC Nurse Coordinator	100.00%	5.00%	9.00%	0.00%	3.00%	0.00%	0.00%	0.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#16
N Franco, Linda	31,207	0	0	0	0	0	0	3,121	0	0	0	0	0	0	0	0	24,965	#16
T Other: Medical Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#16
N Gorzanski L.	53,581	2,675	0	0	1,607	0	0	11,252	1,607	0	0	0	0	0	0	0	32,683	#16
T Other: OCC Nurse Coordinator	100.00%	5.00%	0.00%	0.00%	3.00%	0.00%	0.00%	0.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#16
N Haurahan, J.	51,542	10,308	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38,657	#2 #16
T Other: Sr Administrative Assistant	100.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#16
N Heitzman, Keith	23,163	3,706	0	0	0	0	1,158	0	4,169	0	0	0	0	0	0	0	9,961	#15 #16
T Other: Senior Account Clerk	100.00%	16.00%	0.00%	0.00%	0.00%	0.00%	5.00%	0.00%	18.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0	#15 #16
Subtotal Page 1	364,383	34,076	7,267	4,726	13,014	0	4,095	35,304	8,666	17,967	9,676	14,352	215,200					

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
 For Positions used as In-Kind, note with (*)
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***)

Other Funding Source Codes

1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17) BIPP	21)								
2) Title V	6) State Caregivers (CRC)	10) HHCAP	14) MPPA	18)	22)								
3) Systems Integration Grant	7) State LTCOP	11) NY Connects/ADRC	15) VA	19)	23)								
4) N/A (III-D)	8) RSVP	12) Transportation	16) M/A	20)	24)								
GRAND TOTAL	1,166,887	89,121	46,400	5,555	22,333	16,744	38,247	114,178	34,333	52,787	17,173	39,192	650,824

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin.	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 WIN		10 OTHER FUNDING		SOURCES (b)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services	Amount	Percentage	
N Jarosz, John Sr.	28,998	0	7,829	0	0	2,900	0	7,250	0	5,800	0	0	0	0	
T Social Worker	100.00%	0.00%	27.00%	0.00%	0.00%	10.00%	0.00%	25.00%	0.00%	20.00%	0.00%	0	18.00%	0.00%	
N Kotary-Piersma, T.	43,911	0	0	0	0	0	0	0	0	0	0	0	0	0	
T Other: Data Processing Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	43,911	#16
N Lewis, G	9,495	0	0	0	0	0	0	0	0	0	0	0	0	100.00%	
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	9,495	#16
N Marafioti, L.	51,042	0	2,552	0	0	0	0	5,104	0	2,552	0	0	0	100.00%	
T Other: OCC Program Nurse	100.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	5.00%	0.00%	0	0.00%	40,834	#16
N Nunez, Ruben	27,628	4,144	0	829	0	0	0	0	0	829	0	0	0	80.00%	
T Other: Principal Account Clerk	100.00%	15.00%	0.00%	3.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	0	0.00%	19,892	#16
N Pandolf, K.	55,541	0	3,888	0	0	0	0	5,554	0	2,777	0	0	0	72.00%	
T Other: OCC Program Nurse	100.00%	0.00%	7.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	5.00%	0.00%	0	0.00%	43,322	#16
N Ferritano, S.	55,631	20,028	0	0	0	0	0	0	0	0	0	0	0	78.00%	
T Other: Administrative Officer	100.00%	36.00%	0.00%	0.00%	0.00%	0.00%	8.901	16.00%	0.00%	6,676	0	0	0	14,463	#2 #12 #15 #16 #17
N Pomeroy, H.	53,007	6,361	0	0	0	0	4,241	5,831	0	2,650	0	0	0	26.00%	
T Other: Senior Social Worker	100.00%	12.00%	0.00%	0.00%	0.00%	0.00%	8.00%	11.00%	5.00%	5.00%	0.00%	0	0.00%	33,924	#16
N Rashid, S.	39,098	0	5,865	0	0	0	0	1,955	0	0	0	0	0	64.00%	
T Social Worker	100.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0	1.955	29,323	#16
Subtotal Page 2	364,351	30,533	20,134	829	0	2,900	13,142	25,694	10,155	11,129	7,497	0	5.00%	75.00%	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
 For Positions used as In-Kind, note with (*)
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***)

Other Funding Source Codes	
1) Title VII	5) CSI
2) Title V	6) State Caregivers (CRC)
3) Systems Integration Grant	7) State LTCOP
4) N/A (III-D)	8) RSVP
9) State Respite Program	13) County Funds
10) HHCAP	14) MPPA
11) NY Connects/ADRC	15) VA
12) Transportation	16) M/A
	17) BIPP
	18)
	19)
	20)
GRAND TOTAL	1,166,887
	89,121
	46,400
	5,555
	22,333
	16,744
	38,247
	114,178
	34,333
	52,787
	17,173
	39,192
	690,824

PERSONNEL ROSTER

Complete For Each Position [N] Name [I] Title	1 Annual Salary	2 Title-III Area Plan Admin. (a)	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP			8 CSE			9 WIN			10 OTHER FUNDING		SOURCES (b)
							7a Implementation		7b EISEP Services	8a Plan & Implementation		8b CSE Services	9a WIN Administration		9b WIN Services	Amount	Percentage	
N Roach-King, J.	62,698	5,642	0	0	0	0	3,135	3,761	0	2,829	0	0	0	0	47,322	75.49%	#16	
T Other: Program Analyst	100.00%	9.00%	0.00%	0.00%	0.00%	0.00%	5.00%	6.00%	0.00%	4.51%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#16
N Roman, I.	56,587	0	3,961	0	0	0	0	5,659	0	0	0	0	0	0	46,967	83.00%	#16	
T Other: OCC Program Nurse	100.00%	0.00%	7.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#13
N Romano, M.	73,304	11,729	0	0	0	0	5,131	0	3,665	0	0	0	0	0	52,779	72.00%	#16	
T Director	100.00%	16.00%	0.00%	0.00%	0.00%	0.00%	7.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#16
N Sears, L.	65,662	5,233	0	0	2,626	0	3,283	11,163	3,283	0	0	0	0	0	36,771	56.00%	#16	
T Other: Case Supervisor, Grade B	100.00%	8.00%	0.00%	0.00%	4.00%	0.00%	5.00%	17.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#16
N Smith, K.	34,769	0	695	0	0	0	0	8,692	0	1,738	0	0	0	0	23,644	68.00%	#16	
T Other: OCC Program Nurse	100.00%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%	25.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#16
N Sterling, D.	48,061	0	7,209	0	3,364	4,806	0	12,015	0	9,612	0	0	0	0	3,846	8.00%	#16	
T Social Worker	100.00%	0.00%	15.00%	0.00%	7.00%	10.00%	0.00%	25.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#13
N VACANT	20,973	1,888	0	0	0	0	1,468	0	0	0	0	0	0	0	17,617	84.00%	#16	
T Other: Senior Clerk	100.00%	9.00%	0.00%	0.00%	0.00%	0.00%	7.00%	7,993	0	8,564	0	0	0	0	7,707	27.00%	#16	
N Vangorder, J.	28,546	0	0	0	0	4,282	0	0	0	0	0	0	0	0	0	0	0	#16
T Other: Aging Services Aide	100.00%	0.00%	0.00%	0.00%	0.00%	15.00%	28.00%	0.00%	30.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#16
N Volunteers Used As Match	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
T Volunteers Used As Match	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0
Subtotal Page 3	390,592	24,512	11,865	0	5,990	9,088	21,010	41,290	15,512	14,179	0	0	0	0	236,654			

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
 For Positions used as In-Kind, note with (*)
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***)

Other Funding Source Codes	
1) Title VII	5) CSI
2) Title V	6) State Caregivers (CRC)
3) Systems Integration Grant	7) State LTCOP
4) N/A (III-D)	8) RSVF
9) State Respite Program	10) HHCAP
10) MIPPA	11) NY Connects/ADRC
15) VA	12) Transportation
16) M/A	
17) BIPP	
18)	
19)	
20)	
21)	
22)	
23)	
24)	
GRAND TOTAL	1,166,887
	89,121
	46,400
	5,525
	22,333
	16,744
	38,247
	114,178
	34,333
	52,787
	17,173
	39,192
	690,824

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster											
Name: Alzheimer's Association, Inc											
Contractor Code: 30041											
E-Mail Address:											
Rural Contractor:											
Number of contracts, (State & Federal), with this contractor:											
Contract is:											
Active:											
New:											
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL	
\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$44,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$44,000 Services to be provided: 1 (Must be completed)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Ava Dorfman Sr Cit Center											
Contractor Code: 30013											
E-Mail Address:											
Rural Contractor:											
Number of contracts, (State & Federal), with this contractor:											
Contract is:											
Active:											
New:											
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL	
\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$56,500 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$56,500 Services to be provided: 1 (Must be completed)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name: Bishop, Kathleen											
Contractor Code: 30069											
E-Mail Address:											
Rural Contractor:											
Number of contracts, (State & Federal), with this contractor:											
Contract is:											
Active:											
New:											
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL	
\$14,040 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$14,040 Services to be provided: 1 (Must be completed)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PAGE 1 SUBTOTAL	\$14,040	\$0	\$0	\$0	\$44,000	\$56,500	\$0	\$0	\$0	\$114,540	
GRAND TOTAL	\$226,729	\$325,092	\$334,941	\$18,242	\$184,844	\$362,375	\$7,578	\$508,795	\$971,432	\$3,689,954	

OFA No.128 (Rev. 3/13)

For each contract:
 o Check if contract is active

o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

		Contract Rosier										
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
		Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 4 (Must be completed)
Name: Caregivers dba Homemakers												
Contractor Code: 30001												
E-Mail Address:												
Minority Contractor:												
Rural Contractor:												
Number of contracts, (State & Federal), with this contractor:												
Contract is:												
Active:												
New:												
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
Name: Darman, Pamela G. RD/MPS												
Contractor Code: 30033												
E-Mail Address:												
Minority Contractor:												
Rural Contractor:												
Number of contracts, (State & Federal), with this contractor:												
Contract is:												
Active:												
New:												
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
Name: Family Home Care												
Contractor Code: 30002												
E-Mail Address:												
Minority Contractor:												
Rural Contractor:												
Number of contracts, (State & Federal), with this contractor:												
Contract is:												
Active:												
New:												
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
		Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)
		\$0	\$0	\$0	\$0	\$0	\$97,500	\$0	\$0	\$0	\$0	\$98,500
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
		Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)
		\$0	\$10,947	\$9,586	\$0	\$0	\$0	\$0	\$0	\$8,771	\$0	\$29,304
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
		Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)
		\$0	\$0	\$0	\$0	\$0	\$88,500	\$0	\$0	\$0	\$0	\$88,500
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
		Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)
		\$0	\$10,947	\$9,586	\$0	\$0	\$186,000	\$0	\$0	\$8,771	\$0	\$216,304
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
PAGE 2 SUBTOTAL		\$0	\$10,947	\$9,586	\$0	\$1,000	\$186,000	\$0	\$0	\$8,771	\$0	\$216,304
GRAND TOTAL		\$226,729	\$325,092	\$334,941	\$18,242	\$184,844	\$749,926	\$362,375	\$7,578	\$508,795	\$971,432	\$3,689,954

For each contract:

Check if contract is active

Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster											
Name:	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Giruzzi, Joseph, Esq. Contractor Code: 30051 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$12,500 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$12,500 Services to be provided: 1 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
Name: Greater Mohawk Valley Community & Elderwellness Co Contractor Code: 30063 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$50,000 Services to be provided: 4 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$95,000 Services to be provided: 2 (Must be completed)	\$145,000 Services to be provided: 6 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
Name: Healthcare Monitoring, Inc Contractor Code: 30052 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$1,000 Services to be provided: 1 (Must be completed)	\$42,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$43,000 Services to be provided: 2 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
PAGE 3 SUBTOTAL											\$200,500
GRAND TOTAL											\$3,689,954

For each contract:

- Check if contract is active
- Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster											
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
Name:	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Koniewicz-Everett, Susan Contractor Code: 30076 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$4,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$4,000 Services to be provided: 1 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
Name: Legal Aid Society Contractor Code: 30020 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$12,500 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$12,500 Services to be provided: 1 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
Name: Lifeline Systems, Inc Contractor Code: 30031 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$1,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$1,000 Services to be provided: 1 (Must be completed)

PAGE 4 SUBTOTAL	\$16,500	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$17,500
GRAND TOTAL	\$226,729	\$325,092	\$334,941	\$18,242	\$184,844	\$749,926	\$362,375	\$7,578	\$508,795	\$971,432	\$3,689,954

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

		Contract Roster												
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL		
		Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
		Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL		
		Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name: Lutheran Home Contractor Code: 30021 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$0	\$0	\$0	\$0	\$0	\$0	\$45,500	\$0	\$0	\$0	\$45,500	\$0	\$45,500
Name: Neighborhood Center, Inc Contractor Code: 30077 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$0	\$0	\$0	\$0	\$2,562	\$0	\$0	\$0	\$0	\$0	\$2,562	\$0	\$2,562
Name: North Utica Senior Citizens Recreation Center, Inc Contractor Code: 30045 E-Mail Address: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$179,189	\$0	\$11,960	\$4,242	\$119,779	\$198,364	\$81,625	\$7,578	\$34,819	\$425,014	\$1,062,570	\$425,014	\$1,062,570
PAGE 5 SUBTOTAL		\$179,189	\$0	\$11,960	\$4,242	\$122,341	\$198,364	\$127,125	\$7,578	\$34,819	\$425,014	\$1,110,632	\$425,014	\$1,110,632
GRAND TOTAL		\$226,729	\$325,092	\$334,941	\$18,242	\$184,844	\$749,926	\$362,375	\$7,578	\$508,795	\$971,432	\$3,689,954	\$971,432	\$3,689,954

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each.

Contract Roster

Name: Oneida County Office of Workforce Development		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contractor Code: 30004		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
E-Mail Address:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Minority Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Contract is:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
Name: Parkway Senior Center		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contractor Code: 30030		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
E-Mail Address:		\$2,500	\$0	\$0	\$14,000	\$0	\$0	\$8,000	\$0	\$0	\$13,500	\$38,000
Minority Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Services to be provided: 2 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 6 (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Contract is:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												
Name: PeerPlace, Inc.		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contractor Code: 30072		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
E-Mail Address:		\$2,000	\$2,250	\$1,500	\$0	\$3,550	\$2,562	\$7,000	\$0	\$1,500	\$22,926	\$43,288
Minority Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 8 (Must be completed)
Rural Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Contract is:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?												

PAGE 6 SUBTOTAL	\$4,500	\$2,250	\$1,500	\$14,000	\$3,550	\$2,562	\$15,000	\$0	\$1,500	\$86,426	\$131,288
GRAND TOTAL	\$226,729	\$325,092	\$334,941	\$18,242	\$184,844	\$749,926	\$362,375	\$7,578	\$508,795	\$971,432	\$3,689,954

For each contract:

- Check if contract is active
- Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster											
Name:	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Presbyterian Home Contractor Code: 30009	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$68,750 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$68,750 Services to be provided: 1 (Must be completed)
Minority Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rural Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of contracts, (State & Federal), with this contractor: Contract is:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Active: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
New: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
Name: Presfige Services, Inc. Contractor Code: 30022	\$0 Services to be provided: 0 (Must be completed)	\$311,895 Services to be provided: 1 (Must be completed)	\$311,895 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$6,453 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$463,705 Services to be provided: 1 (Must be completed)	\$356,192 Services to be provided: 1 (Must be completed)	\$1,450,140 Services to be provided: 5 (Must be completed)
Minority Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rural Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of contracts, (State & Federal), with this contractor: Contract is:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Active: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
New: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
Name: Resource Center for Independent Living Contractor Code: 30015	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$2,500 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$95,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$97,500 Services to be provided: 2 (Must be completed)
Minority Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rural Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of contracts, (State & Federal), with this contractor: Contract is:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Active: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
New: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?											
PAGE 7 SUBTOTAL	\$0	\$311,895	\$311,895	\$0	\$8,953	\$0	\$163,750	\$0	\$463,705	\$356,192	\$1,616,390
GRAND TOTAL	\$226,729	\$325,092	\$334,941	\$18,242	\$184,844	\$749,926	\$362,375	\$7,578	\$508,795	\$971,432	\$3,689,954

For each contract:
 Check if contract is active
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster											
Name: Response 4 Help -formerly Response Link	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contractor Code: 30059	\$0	\$0	\$0	\$0	\$1,000	\$34,000	\$0	\$0	\$0	\$0	\$35,000
E-Mail Address:											
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/>										
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?	<input checked="" type="checkbox"/> No										
Name: SUNY @ Albany	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contractor Code: 30068	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,800	\$8,800
E-Mail Address:											
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/>										
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?	<input checked="" type="checkbox"/> No										
Name: U.S. Care	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contractor Code: 30006	\$0	\$0	\$0	\$0	\$3,000	\$236,000	\$0	\$0	\$0	\$0	\$239,000
E-Mail Address:											
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/>										
Contract is:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients?	<input checked="" type="checkbox"/> No										

PAGE 8 SUBTOTAL	\$0	\$0	\$0	\$0	\$4,000	\$270,000	\$0	\$0	\$0	\$8,800	\$282,800
GRAND TOTAL	\$226,729	\$325,092	\$334,941	\$18,242	\$184,844	\$749,976	\$362,375	\$7,578	\$508,795	\$971,432	\$3,689,954

ATTACHMENT CHECK LIST

Check [] attachments included with this Plan.

Forms are provided for Attachments B, C, D, E, and F.

Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.

[] **ATTACHMENT A:** Standard Assurances - The AAA Director has reviewed the Standard Assurances.

Note: The general certification and approval for the Standard Assurances is now included on the **PLAN REVIEW AND APPROVAL** page.

[] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** AAA.

[] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This **must** be completed and returned by **each** AAA.

[] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy
Adjustments to Personnel Roster and Rent Allocation Schedule

[] **ATTACHMENT F:** Volunteers Used as Match

4/01/15 - 3/31/16

PRIORITY SERVICES EXPENDITURE REPORT

Instructions: Using actual expenditures for the period, October 1, 2013 - September 30, 2014, submit this completed and certified report with the 2015-16 Plan. To access the on-line expenditure report, return to the NYSOFA Budgeting and Reporting Systems Main Menu, click on CAARS Quarterly, select any period, and click "Go To Report". On the CAARS Quarterly Main Menu, under "Tools", click on "Go To Reports". Select beginning period October 1, 2013; Select ending Period of September 30, 2014; then click Expenditures Report. A PDF version of the report will generate in a separate window for your review.

Please see *Guide for Completion*

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:

Row 1. **Access:** transportation, outreach, information and assistance, case management

Row 2. **In-home:** personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services

Row 3. **Legal:** legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PI-52, 12/29/94.)

Row 4. **All Other Services:** necessary to sum total services dollars expended.

Row 5. **Subtotal:** all services dollars expended.

Row 6. **Over Match:** must be removed from total.

Row 7. **Total:** [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

If the percentage in Column B meets the minimum required percentage **STOP** do not continue.

If it does not, then continue in Column C. Include only the required amount from CSE and/or WIN expenditures **required** to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

Notes:

[S] Include WIN dollars for Access **only**.

[H] Includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services **only**.

Column D: add Columns A and C for Lines 1, 2 & 3.

Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/WIN amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

Category & Minimum Required Percentage	(A)	(B)	(C)	(D)	(E)
	III-B Services Expenditures	Percent (A)/[T]	CSE (& WIN for Access)	Services Combined Total (A) + (C)	Percent (D)/{[T]+(C)}
1. Access 20.0%	221,929.00	91.17	0.00 [S]	221,929.00	91.17
2. In-Home 2.5%	0.00	0.00	9,449.00 [H]	9,449.00	3.74
3. Legal 7.0%	21,498.00	8.83	0.00	21,498.00	8.83
4. All Other Services	0.00				
5. Subtotal	243,427.00				
6. Over Match (-)	0.00				
7. Total	243,427.00 [T]				

If for one or more of the Priority Services categories the amount specified in column D is less than the Minimum Required Percentage, for each such category provide an explanation of the reason for the shortfall in expenditures and describe the strategies and steps that the AAA is implementing to assure that it will satisfy the requirement for the forthcoming plan year.

Priority Services shortfall in expenditures

No site changes have been entered.

ATTACHMENT C
Program Design Modifications

All AAAs should carefully review this form and the Guide for Completion

PURPOSE

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or **any changes that are being planned for periods covered by future Plans** (e.g. an RFP to be held in SFY 2015-2016 that will result in a major change in services or providers in SFY 2016-2017).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

DEFINITIONS

Program Design Modification: Refers to a Major Change, New Direct Service or New Activity.

Major Change(s): Refers to a proposed change(s) in program design for SFY 2015-2016 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for periods covered by future Plans that will have a significant impact on service delivery to older adults.

Significant Impact: The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
 - service location;
 - access to services;
 - service providers;
 - types of services being offered;
 - the manner in which services are provided;
 - service levels (changes of more than 20% in units or expenditures for any specific service); and
 - changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

New Direct Service: Refers to any service to be provided by the AAA directly (as opposed to being provided by a subcontractor) that has not been provided by the AAA.

New Activity: Refers to: Any new service or program

PROGRAM DESIGN MODIFICATIONS

CERTIFICATION

A box must be checked or an explanation must be provided.

[] The AAA hereby certifies that any Program Modifications or actions anticipated for the 04/01/2015-03/31/2016 Plan period that may result in Program Modifications during the 2015-2016 Program Year or a future program year: SHALL NOT result in a loss or diminution in the quantity or quality of the services (including all federal, state and locally funded services) provided, or to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity; and SHALL enhance the quantity, and/or quality and maintain the integrity and public purpose of the services to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity.

If the above certification cannot be made, please explain in the text box provided. This would include reductions due to a loss of local, state or federal funding.

OR

[√] The Area Agency on Aging does not anticipate any changes in its programs that may occur during the 2015-2016 Program Year or a Future Program Year and certifies that: If any change to its programs or services does occur during the 2015-16 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

ADVISORY COUNCIL REVIEW AND COMMENT

The AAA certifies that it has submitted the program design modifications contained in this Attachment C to its advisory council for review and comment as required under Title III, Part 45, Section 1321(c) of the Older Americans Act Regulations.

MULTIPURPOSE SENIOR CENTERS

Please describe any multipurpose senior centers that will be acquired and/or constructed using Title III-B funds for the 4/1/2015 – 3/31/2016 AIP period or future program periods in the text box provided:

ATTACHMENT D

Justification for Title III Carryovers and Title III Transfers

Transfers: Provide justification for any transfer of funds within and among Title III programs. Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

A transfer of \$114,979, 32%, was made from IIIC-1 to IIIC-2.

Carryovers: (Reference 88-PI-17, 3/24/88)

Titles III-B, III-C and Title III-E: Provide justification for carryover amounts in excess of 7.5%.

A carryover of \$50,000 for Title III-B and \$50,000 for Title III-E. Monies for 2104 were not able to be supplemented in the 2014 expenses lines, therefore causing a carryover of these dollars into 2015. These will now be reflected in both the expenses and revenues for the same year of 2015.

Title III-D: Provide justification for carryover amounts in excess of 25%.

Targeting: Describe how excess carryover funds will be used for targeting (Reference 12-PI-08, 7/17/12) those unserved and underserved older adults individuals in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.). For example, the following activities represent possible efforts to improve achievement of targeting goals: provision of linguistic interpretation services to persons with limited English proficiency or deaf persons, translation of informational materials for persons with limited English proficiency or development of Braille and audio materials for persons who are visually impaired, etc. Where the AAA targeting goals have not been met and the AAA will not use carryover funds for additional or expanded targeting efforts, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

ATTACHMENT E

Fringe Benefits and Travel Reimbursement Policies

Fringe Benefits Policy: A complete copy of the AAA's (or sponsor's) Fringe Benefit Policy must be submitted with the **Four Year Plan**. Include below the current fringe benefit rate for employees. Describe any changes from the 2012-2016 Fringe Benefit policy submitted with the 2012-16 Four Year Plan and submit a complete copy of the 2015 Fringe Benefit Policy. If the composite fringe benefit percentage for an individual program exceeds the average fringe benefit percentage included below- by more than 15%- the reason for the deviation(s) **must** be explained below.

2015-2016 Fringe Benefit Rate: 30.00%

No changes in our Fringe rate, remains at 30%

Travel Reimbursement Policy: A complete copy of the area agency's (or sponsor's) Travel Reimbursement Policy must be submitted with the **Four Year Plan**. Describe below any changes from the 2012-2016 Travel Reimbursement Policy submitted with the 2012-2016 Four Year Plan and submit a complete copy of the 2015 Travel Reimbursement Policy.

No changes have occurred in our Travel Policy

Personnel Roster and Rent Allocation Schedule Adjustment: Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

January 13, 2015

FN 20

15-098

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Re: Bilateral Compliance Agreement

Attached are three (3) copies of an Agreement between Oneida County through its Health Department and the City of Rome.

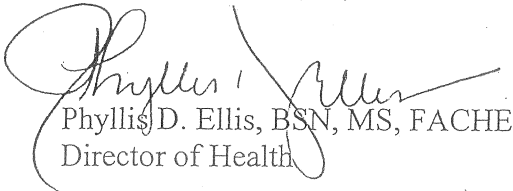
The Bilateral Compliance Agreement between Oneida County Health Department and the City of Rome will provide for improvements to the City of Rome Water Treatment Plant. The Agreement details dates and requirements that began on February 28, 2010 and continue through December 31, 2016.

No monies are being exchanged through this Agreement.

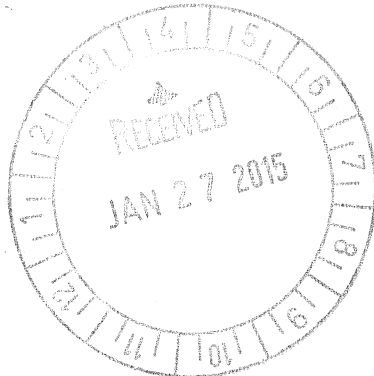
Please feel free to contact me should you require additional information.

If this meets with your approval, please forward to the Board of Legislators.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 1/27/15

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: X

NAME AND ADDRESS OF VENDOR: City of Rome
198 N. Washington Street
Rome, New York 13440

SUMMARY STATEMENT: The Bilateral Compliance Agreement between Oneida County Health Department and the City of Rome provides for improvements to the City of Rome Water Treatment Plant.

DATES OF OPERATION: This Agreement provides dates and requirements beginning on February 28, 2010 through December 31, 2016.

____ NEW ____ RENEWAL ____ AMENDMENT ____ APPLICATION X COMPLIANCE

DEPARTMENT COMMENTS: No monies are being exchanged for Compliance Agreement.

BILATERAL COMPLIANCE AGREEMENT

COVERED RESERVOIR COMPLIANCE

THIS AGREEMENT by and between Oneida County, a municipality of the State of New York, hereinafter referred to as the "**COUNTY**", through its Health Department, located at 185 Genesee Street, Utica, New York, 13501, hereinafter referred to as "**AGENCY**", and the City of Rome, with its principal offices located at 198 N. Washington Street, Rome, New York 13440, hereinafter referred to as the "**CITY**".

WHEREAS, Title 40 of the Code of Federal Regulations (CFR), Section 141.714 of LT2 Surface Water Treatment Rule (SWTR), promulgated by the United States Environmental Protection Agency (USEPA) under the provisions of the Federal Safe Drinking Water Act (SDWA) requires that uncovered finished water reservoirs must 1) provide a cover or 2) provide treatment of the discharge to achieve inactivation of 4 log viruses, 3 log giardia, and 2 log cryptosporidium by April 1, 2009 or be in compliance with a State-approved schedule to meet this condition by April 1, 2009; and

WHEREAS, Section 5-1.32 of the State Sanitary Code (SSC) promulgated by the New York State Department of Health ("Department") pursuant to the New York State Public Health Law (PHL) requires water delivered from uncovered reservoir be continuously disinfected in a manner approved by the State ("State" being defined in SSC 5-1.1(k) as the State Department of Health Commissioner or his designated representative); and

WHEREAS, the **CITY** is a supplier of water, as defined in State Sanitary Code Section 5-1.1(ay), and is responsible for meeting all aspects of the SSC; and

WHEREAS, the two reservoirs (one 15 million gallon and one 50 million gallon), owned and operated by the **CITY**, are uncovered and do not provide sufficient treatment (including disinfection) to inactivate viruses, giardia or cryptosporidium; and

WHEREAS, the **AGENCY** is a designated representative of the New York State Department of Health Commissioner in this matter;

NOW, THEREFORE, in order to satisfy the requirements of SSC Section 5-1.32 and the CFR Section 141.714 of LT2 SWTR, the **CITY** and the **AGENCY** agree as follows:

- 1) The **CITY** must submit an engineer's report to the **AGENCY** describing its plan to comply with SSC 5-1.32 and the LT2 SWTR for its 15 million gallon reservoir and 50 million gallon reservoir by **FEBRUARY 28, 2010**.
- 2) On or before **MAY 1, 2015** the **CITY** shall submit final plans and specifications for the construction of the compliance facility/facilities to the **AGENCY** with a full set of copies also submitted to the **NEW YORK STATE DEPARTMENT OF HEALTH**.
- 3) On or before **AUGUST 1, 2015** the **CITY** shall award the contract for the intended project.
- 4) On or before **SEPTEMBER 1, 2015** the **CITY** shall begin construction of the intended compliance project.

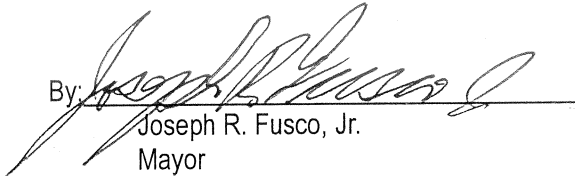
- 5) On or before **DECEMBER 31, 2016** the **CITY** shall complete construction and commence operation of the intended compliance project.
- 6) In the event that it becomes necessary to modify any of the above dates, the **CITY OF ROME** shall provide written documentation of the need to modify such dates to the **AGENCY** who shall have the sole authority to approve or deny the request for modification.
- 7) In the event that the **CITY** fails to meet the agreed upon date for completion of the intended compliance project it acknowledges that it may be referred to the **NEW YORK STATE DEPARTMENT OF HEALTH** for enforcement.
- 8) This Agreement shall be fully effective when duly endorsed by both parties.

Dated:

CITY OF ROME

12/24/14

By:


 Joseph R. Fusco, Jr.
 Mayor

Dated:

ONEIDA COUNTY

By:

 Anthony J. Picente, Jr.
 County Executive

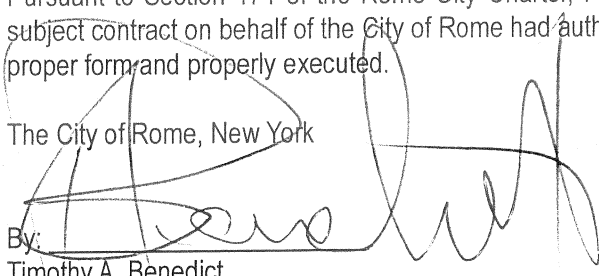
Approved as to Form

 Assistant County Attorney

Pursuant to Section 171 of the Rome City Charter, I hereby certify that the City Officer who enacted the subject contract on behalf of the City of Rome had authority and power to so act and that such contract is in proper form and properly executed.

The City of Rome, New York

By:


 Timothy A. Benedict
 Corporation Counsel



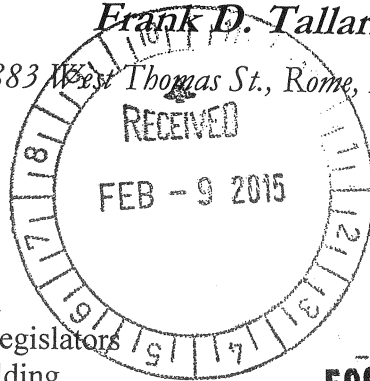
ONEIDA COUNTY BOARD OF LEGISLATORS

Frank D. Tallarino, Minority Leader

7883 West Thomas St., Rome, NY 13440 Phone: (315) 337-6340

February 9, 2015

Chairman Gerald J. Fiorini
Oneida County Board of Legislators
Oneida County Office Building
800 Park Ave., FL-10
Utica NY 13501



**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

FN 20 15-099

Dear Chairman Fiorini:

At a previous Board of Legislators meeting I presented the topic of increasing the Occupancy tax rate for all hotel and motel facilities within Oneida County. At that time you indicated you would be supportive of the concept but that our state representatives had not demonstrated a similar position.

As of this correspondence, I am requesting that you present legislation to the Board which requests that our state representatives enable us to amend the existing Occupancy Tax rate legislation. After researching the occupancy tax in other counties around the state it appears that the average is about 4%. Similarly, the total tax on the average seems to equal about 12% (New York State + County + Occupancy).

I therefore propose that the Oneida County Occupancy Tax be increased from 2% to 4% and be applicable to any and all motels and hotels in the county. The 2013-2014 Occupancy Tax revenue to Oneida County was \$822,614 and took into account the collection and non-receipt of Oneida Indian Nation (OIN) Occupancy taxes (see attached spreadsheet). As you can see by reviewing the spreadsheet, there was an increase in revenue of about \$42,000 back in 2010 when the occupancy tax was received from the OIN. A similar decrease in occupancy tax revenue was experienced when the OIN receipts stopped in March 2014.

If the Oneida County Occupancy Tax Rate was increased to 4%, making the total tax collected 12.75%, the revenue received by the county would increase to some \$1.72 million. Consequently I further propose that the legislation specify that the funding of the operating costs of Oneida County Tourism remain funded from the total occupancy tax collected with the balance of the funds, aside from the cost of county administration and collection of the tax, used to fund much-needed infrastructure projects across the entire county with funding levels determined by population and destination purposes, much as the formula the county executive employed to dispense OIN monies on some of the impacted municipalities. This would alleviate tax burdens currently placed upon county taxpayers.

I would like to meet with you at your convenience to discuss this request and proposal. Our infrastructure is in dire straits and this approach to begin to remedy the situation seems reasonable and productive while avoiding an impact to the county residents and taxpayers. Thank you for your consideration of this important matter!

Sincerely,

A handwritten signature in cursive script that reads "Frank D. Tallarino".

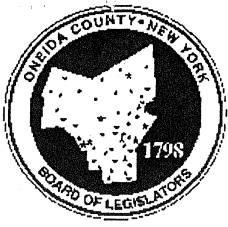
FRANK D. TALLARINO, D-12, Rome
ONEIDA COUNTY BOARD OF LEGISLATORS, MINORITY LEADER

Cc: Board of Legislators
Senators Griffo and Valesky
Assembly Representatives Brindisi, Tenney, Magee, Blankenbush and Butler

Tourism Impact in Oneida County

ROOM TAX REVENUES 2000 - 2014

OCT Fiscal Quarter (Collection Dates)	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
1st (07/01 to 09/30)	\$126,100	\$125,375	\$126,524	\$131,706	\$132,516	\$124,591	\$134,939	\$137,284	\$175,563	\$173,837	\$144,645	\$278,588	\$273,060	\$265,539	\$294,402
2nd (10/01 to 12/31)	\$71,100	\$68,390	\$69,981	\$76,943	\$83,311	\$83,280	\$77,508	\$110,622	\$98,432	\$94,029	\$127,118	\$180,799	\$173,862	\$204,162	\$193,799
3rd (01/01 to 03/31)	\$56,265	\$54,680	\$53,405	\$62,818	\$64,002	\$63,149	\$68,624	\$66,575	\$80,121	\$92,514	\$93,284	\$154,832	\$166,616	\$165,123	\$167,898
4th (04/01 to 06/30)	\$87,425	\$88,498	\$94,466	\$93,978	\$94,005	\$98,136	\$107,920	\$100,657	\$125,022	\$118,609	\$160,200	\$227,693	\$239,649	\$230,792	\$166,515
TOTAL	\$340,890	\$335,943	\$344,376	\$365,445	\$373,834	\$369,156	\$388,991	\$415,138	\$479,138	\$478,889	\$525,247	\$841,912	\$853,187	\$865,556	\$822,614
YTD Change %		-1.16%	2.21%	6.12%	2.30%	-1.25%	5.37%	6.72%	15.42%	-0.05%	9.68%	60.29%	1.34%	1.45%	-4.96%
Taxable Hotel Sales	\$17,044,600	\$16,847,150	\$17,218,800	\$18,272,250	\$18,691,700	\$18,457,800	\$19,449,550	\$20,756,900	\$23,956,900	\$23,944,441	\$26,262,353	\$42,095,577	\$53,750,801	\$54,530,021	\$56,760,396
Note: 3rd quarter 2011 includes additional \$5,940.44 from County Account 195 reconciliation dated 4/24/2011.															
OIN Collections started May 2010															
OIN Collections stopped March 4, 2014															



ONEIDA COUNTY BOARD OF LEGISLATORS

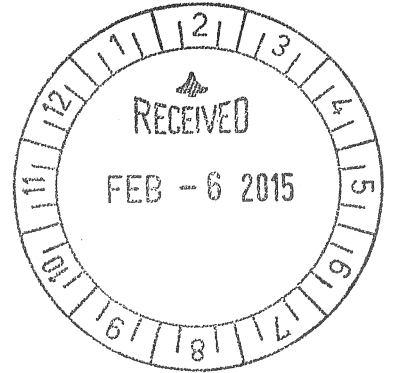
Frank D. Tallarino, Minority Leader

7883 West Thomas St., Rome, NY 13440 Phone: (315) 337-6340

FN 20 15-100

February 6, 2015

WAYS & MEANS



Chairman Gerald J. Fiorini
Oneida County Board of Legislators
Oneida County Office Building
800 Park Ave., FL-10
Utica NY 13501

Dear Chairman Fiorini:

On multiple occasions I have provided the means to remedy an area of contention between us, that of the composition of the committees of the Board of Legislators. Aside from two separate letters proposing solutions, I have also proposed legislation providing parity representation. All of these efforts have been disregarded with the resulting commentary from a few Republican legislators and a former county employee ridiculing and disparaging the legal action to resolve the issue.

We are in a new year and I am again presenting legislation to you for consideration by the full Board membership. This should not be a surprise to anyone and perhaps this will be the time that the established process is implemented.

The Minority Caucus is simply requesting that parity representation on committees be provided for within the Rules of the Board. I am certain that if the roles were reversed, the Republicans would appreciate the same consideration. Further, the members of the two major parties that exist in Oneida County likely share the desire for such equity.

Please receive the attached legislation and enable it to move through the usual process to the full board membership for consideration and action at the upcoming Board of Legislators meeting. Thank you for your time.

Sincerely,

FRANK D. TALLARINO, D-12, Rome
ONEIDA COUNTY BOARD OF LEGISLATORS, MINORITY LEADER

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: *Legislators Tallarino, Clancy, Davis, Fort, Furgol, Hendricks and Sacco*
2ND BY:

**RE: RESOLUTION TO AMEND THE RULES OF THE BOARD OF COUNTY
LEGISLATORS, COUNTY OF ONEIDA**

WHEREAS, Legislator Frank Tallarino has submitted to Gerald J. Fiorini, as Chairman of the Oneida County Board of Legislators, an amendment to the Oneida County Board of Legislators Rules of the Board (the "Rules of the Board") pursuant to Rule 60 of the Rules of the Board; and

WHEREAS, As proposed, said amendment must be approved by the Board of Legislators, now

THEREFORE BE IT RESOLVED that the Rules of the Board of the Oneida County Board of Legislators shall be amended by modifying Rule 26 to read as follows (additions to Rule 26 are in bold type):

NO. 26 – STANDING COMMITTEES

There shall be the following standing committees of the Board and the membership of these committees shall be appointed by the Chair within twenty days after his or her election. The list of committees shall be filed with the Clerk of the Board. It shall be the responsibility of each of these committees to study and act upon all matters coming within the purview of each committee as directed by the Chair.

There shall be two Vice Chairs of each of the standing committees, to be appointed by the Chair of the Board by filing a notice thereof with the Clerk of the Board. One Vice Chair shall be of the party opposite from the Chair of the Committee. The Vice Chairs are to serve at the pleasure of the Chair of the standing committee. Each Chair shall designate the order in which the Vice Chairs shall assume the chair in the event of the absence of the Chair.

All committees shall consist of a number of members of each political party, proportionate to the percentage of such members on the Board. The Chair shall appoint, in accordance with Rule No. 26, a percentage of members proportionate to the party makeup of the Board based upon recommendations from the Majority and Minority Leaders of the Board.

APPROVED: Ways and Means Committee

DATED: March , 2015

Adopted by the following v.v. vote:

AYES _____ NAYS _____ ABSENT _____

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

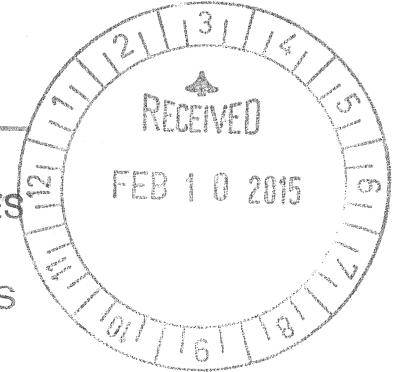
Phone: (315) 798-6400 Fax: (315) 266-6138

February 9, 2015

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 15-101
HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Attached are three (3) copies of an Amendment between Oneida County through its Health Department – Environmental Health and Cornell Cooperative Extension of Oneida County.

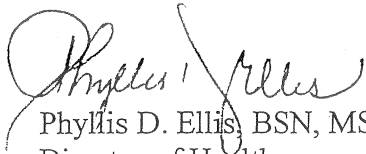
The Oneida County Health Department has been previously awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program (CLPPP Program or Lead Program). Cornell Cooperative Extension of Oneida County has the capabilities to provide Childhood Lead Poisoning Primary Prevention Program Contractor services in accordance with New York State Codes, Rules and Regulations.

The Agency and the Contractor currently have an Agreement whereby the Contractor agrees to provide CLPPP Program Consultant services through March 31, 2015 (the “Original Agreement”) the Amendment will provide both the Agency and the Contractor to extend services until June 30, 2015 and pay a fee to the Contractor upon services performed not to exceed \$18,600. Additionally, parties agree and acknowledge that the Agency has not received the CLPPP Program grant from the New York State Department of Health for April 1, 2015 to March 31, 2016. Should funding not become available for the April 1, 2015 to March 31, 2016 grant, the Agency shall have the option to immediately terminate the Agreement upon providing written notice to the Contractor.

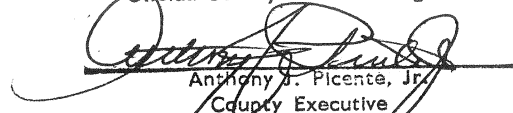
This Amendment is 100% state funded and is not mandated by Public Health Law.

If the Amendment meets with your approval, please forward to the Board of Legislators for approval.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive

Date 2/10/15

attachments

ry

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: Amendment

NAME AND ADDRESS OF VENDOR: Ronald A. Bunce, Executive Director
Cornell Cooperative Extension of Oneida County
121 Second Street
Oriskany, New York 13424

SUMMARY STATEMENT: The Oneida County Health Department has been previously awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program. (CLPPP Program or Lead Program). Cornell Cooperative Extension of Oneida County has the capabilities to provide Childhood Lead Poisoning Primary Prevention Program Contactor services in accordance with New York State Codes, Rules and Regulations. The Agency and the Contractor currently have an Agreement whereby the Contractor agrees to provide CLPPP Program Consultant services through March 31, 2015 (the "Original Agreement") the Amendment will provide both the Agency and the Contractor to extend services until June 30, 2015 and pay a fee to the Contractor upon services performed not to exceed \$18,600.

DATES OF OPERATION: (Original Agreement shall become effective upon execution by all parties through March 31, 2015.) Amendment extends the term of the Original Agreement to June 30, 2015.

TOTAL FUNDING REQUESTED: Amendment will allow the Agency to pay a fee to the Contractor upon services performed from April 1, 2015 to June 30, 2015 in the amount of \$18,600 and will not exceed \$18,600. The Childhood Lead Poisoning Primary Prevention grant is 100% state funded. Parties agree and acknowledge that the Agency has not received the CLPPP Program grant from the New York State Department of Health for April 1, 2015 to March 31, 2016. Should funding not become available for the April 1, 2015 to March 31, 2015 grant, the Agency shall have the option to immediately terminate the Agreement upon providing written notice to the Contractor.

Expense Account: A4015

Revenue Account: A3451

**Contract Amendment between Oneida County through its Health Department and
Cornell Cooperative Extension of Oneida County**

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, N.Y., 13501, hereinafter referred to as the "County", through its Health Department located at 185 Genesee Street, Utica, N.Y., 13501, hereinafter referred to as "Agency", and Cornell Cooperative Extension of Oneida County, located at 121 Second Street, Oriskany, New York, 13424, hereinafter referred to as the "Contractor".

WHEREAS, the Agency, an organized Public Health Department of Oneida County, pursuant Federal, State and Local statutes, rules and regulations; and

WHEREAS, the Agency has been previously awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program (CLPPP Program or Lead Program) and;

WHEREAS, the Contractor has capabilities to provide CLPPP Program Contractor services in accordance with New York State Codes, Rules and Regulations; and

WHEREAS, the Agency and Contractor currently have an Agreement whereby the Contractor agrees to provide CLPPP Program Consultant services through March 31, 2015 (the "original Agreement");

WHEREAS, both the Agency and the Contractor desire to extend these services until June 30, 2015;

NOW, THEREFORE the parties hereto intend to be legally bound and hereby agree as follows:

- 1) This Amendment shall extend the term of the original Agreement to June 30, 2015 unless earlier terminated as provided for in the original Agreement, attached herein as "Exhibit A".
- 2) The Agency agrees to pay a fee to the Contractor upon services performed. The fee to the Contractor for services performed from April 1, 2015 to June 30, 2015 shall not exceed \$18,600.
- 3) The Parties hereto agree and acknowledge that the Agency has not received the CLPPP Program grant from the New York State Department of Health for April 1, 2015 to March 31, 2016. In the event that the CLPPP Program grant funding is not available from the New York State Department of Health for the April 1, 2015 to March 31, 2016 grant, the Agency shall have the option to immediately terminate the Agreement upon providing written notice to the Contractor. In such an event, the Agency shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to

termination and in no event will the Agency be responsible for any actual or consequential damages as a result of termination.

- 4) The parties hereto agree that all other remaining terms and conditions in the original Agreement shall remain the same.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

BY: _____
Anthony J. Picente, Jr.
Oneida County Executive

DATE: _____

CONTRACTOR

BY: _____
Ronald A. Bunce, Executive Director
Cornell Cooperative Extension of Oneida County

DATE: _____

APPROVED AS TO FORM

BY: _____
Nichole M. Hinman, Esq.
Assistant County Attorney