

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION August 14, 2013

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

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www.ocgov.net

THOMAS P. DINAPOLI
STATE COMPTROLLER



NANCY G. GROENWEGEN
COUNSEL TO THE COMPTROLLER

HELEN M. FANSHAWE
DEPUTY COUNSEL

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
110 STATE STREET
ALBANY, NEW YORK 12236

July 17, 2013

FN 20 13-274

Mr. Mikale Billard
Clerk of the County Legislature
County of Oneida
800 Park Avenue
Utica, NY 13501

READ & FILED

Re: County of Oneida;
Increase and Improvement of
Facilities for the Oneida County
Sewer District
File No. 2013-25

Dear Mr. Billard:

Enclosed for filing is the order of the State Comptroller in the above matter. Your attention is directed to County Law section 268.

Kindly sign, date and return the copy of this letter as a receipt in the enclosed envelope.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mitchell S. Morris".

Mitchell S. Morris
Associate Counsel

MSM:jaw
Enclosure
(518) 486-1127
cc: Thomas E. Myers, Esq.

Filed this _____ day of _____

Clerk

In the Matter
of the

Application of the County Legislature of Oneida County, New York, for Consent of the State Comptroller to an increase and improvement of facilities in the Oneida County Sewer District, in said county

WHEREAS, on the 17th day of March, 1966, the Comptroller of the State of New York, upon the application of the County Legislature of Oneida County, New York, granted permission to establish the Oneida County Sewer District in said county; and

WHEREAS, application has been duly made to the undersigned by the County Legislature of Oneida County for a certificate of the State Comptroller pursuant to section 268 of the County Law consenting to an expenditure of \$35,000,000, for construction constituting an increase and improvement of facilities, in the Oneida County Sewer District; and

WHEREAS, we are informed that the county has applied for financial assistance through the Clean Water State Revolving Loan fund, which is administered by the Environmental Facilities Corporation (EFC), and this increase and improvement of facilities is listed on the EFC Intended Use Plan as eligible to receive financing; and

WHEREAS, the undersigned has duly examined such application,

NOW, THEREFORE, pursuant to such examination and upon such application of the County Legislature of Oneida County, the undersigned does hereby find and determine, after due deliberation:

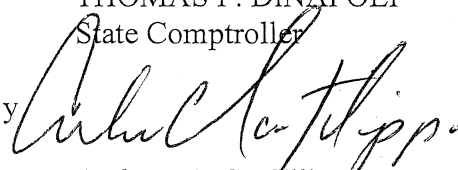
- (1) That the public interest will be served by the improvements to be constructed in the Oneida County Sewer District.
- (2) That the additional amount to be expended for such purposes will not be an undue burden upon the property that is to bear the cost of the improvement.

I, THOMAS P. DiNAPOLI, Comptroller of the State of New York, do hereby order that such application of the County Legislature of Oneida County for permission to increase and improve the facilities in the Oneida County Sewer District as described in a resolution dated March 13, 2013 be, and the same hereby is granted, at a maximum cost of \$35,000,000, including any applicable aid.

Executed in duplicate under my hand and the seal of the Comptroller of the State of New York, at the City of Albany, New York this / 7 day of July, 2013.

THOMAS P. DiNAPOLI
State Comptroller

By



Andrew A. Sanfilippo
Executive Deputy Comptroller



ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

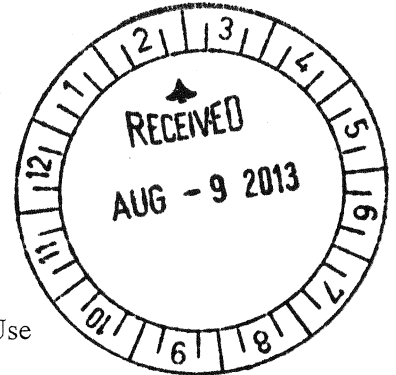
ADMINISTRATION

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

July 30, 2013

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

FN 20 13-275
HEALTH & HUMAN SERVICES
WAYS & MEANS



Dear Mr. Picente:

Re: C-028530 Adolescent Tobacco Use
Prevention Act

Attached are six (6) copies of a multi-year grant between Oneida County through its Health Department and Environmental Health and the New York State Department of Health.

The Bureau of Community Environmental Health and Food Protection (BCEHFP) is responsible for the implementation and oversight of the New York State Public Health Law, Article 13-F, also known as the Adolescent Tobacco Use Prevention Act (ATUPA). The ATUPA prohibits the sale of cigarettes, cigars, chewing tobacco, powdered tobacco, shisha or other tobacco products, herbal cigarettes, electronic cigarettes, rolling papers or smoking paraphernalia to persons under 18 years of age. The BCEHFP also oversees enforcement of the New York State Public Health Law, Article 13-E, known as the Clean Indoor Air Act (CIAA), which prohibits smoking in all indoor public areas and work places. Under this contract, the program participant is responsible for enforcing the ATUPA and CIAA which includes conducting unannounced compliance checks of retail tobacco dealers and vendors using underage youth; educating facility operators; responding to public inquires; responding to complaints about non-compliance; initiating enforcement against violators, fulfilling all program reporting requirements.


This is a multi-year grant from April 1, 2013 through March 31, 2018 in the amount of \$329,870 and is 100% state funded. Projected funding amounts: April 1, 2013 to March 31, 2014 - \$61,974; April 1, 2014 to March 31, 2015 - \$63,974; April 1, 2015 to March 31, 2016 - \$65,974; April 1, 2016 to March 31, 2017 - \$67,974 and April 1, 2017 to March 31, 2018 - \$69,974.

This is a program mandated by Public Health Law.

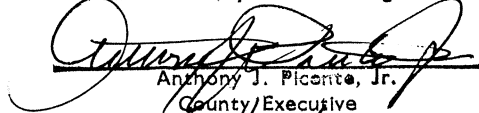
If this meets with your approval, please forward to the Board of Legislators. The reason this grant is being forwarded for signature after the commencement date is due to delays in processing.

Feel free to contact me should you require further information.

Sincerely,


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

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


Anthony J. Picente, Jr.
County Executive

attachments

ry

Date 8/9/13

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: _____

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: Michael J. Cambridge, Director
New York State Department of Health
Bureau of Community Environmental
Health and Food Protection
Flanigan Square, 547 River Street
Troy, New York 12180-2216

SUMMARY STATEMENT: The Bureau of Community Environmental Health and Food Protection (BCEHFP) is responsible for the implementation and oversight of the New York State Public Health Law, Article 13-F, also known as the Adolescent Tobacco Use Prevention Act (ATUPA). The ATUPA prohibits the sale of cigarettes, cigars, chewing tobacco, powdered tobacco, shisha or other tobacco products, herbal cigarettes, electronic cigarettes, rolling papers or smoking paraphernalia to persons under 18 years of age. The BCEHFP also oversees enforcement of the New York State Public Health Law, Article 13-E, known as the Clean Indoor Air Act (CIAA), which prohibits smoking in all indoor public areas and work places. Under this contract, the program participant is responsible for enforcing the ATUPA and CIAA which includes conducting unannounced compliance checks of retail tobacco dealers and vendors using underage youth; educating facility operators; responding to public inquires; responding to complaints about non-compliance; initiating enforcement against violators, fulfilling all program reporting requirements.

DATES OF OPERATION: This is a multi-year agreement from April 1, 2013 through March 31, 2018.

TOTAL FUNDING REQUESTED: \$329,870 Projected funding amounts:

April 1, 2013 to March 31, 2014 \$61,974

April 1, 2014 to March 31, 2015 \$63,974

April 1, 2015 to March 31, 2016 \$65,974

April 1, 2016 to March 31, 2017 \$67,974

April 1, 2017 to March 31, 2018 \$69,974

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

FUNDING SOURCE: This grant is 100% state funded. C-028530
Expense Account: A4018

Revenue Account: A3401.05

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Department of Health Bur. of Community Environmental Health & Food Protection Empire State Plaza, Corning Tower Bldg., Room 1395 Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450000</p> <p>CONTRACT NUMBER: C028530</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Department of Health</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Tobacco Enforcement Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Adirondack Bank Building, 5th Floor 185 Genesee Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Joseph J. Timpano 800 Park Avenue Utica, NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:30-0100000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028530

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 04/01/2013 To: 03/31/2018</p> <p>CURRENT CONTRACT PERIOD: From: 04/01/2013 To: 03/31/2018</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 329,870</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	04/01/2013 - 03/31/2014	\$ 61,974		
2	04/01/2014 - 03/31/2015	\$ 63,974		
3	04/01/2015 - 03/31/2016	\$ 65,974		
4	04/01/2016 - 03/31/2017	\$ 67,974		
5	04/01/2017 - 03/31/2018	\$ 69,974		

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Attachment A: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions |
| | <input type="checkbox"/> A-2 Federally Funded Grants |
| <input checked="" type="checkbox"/> Attachment B: | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget |
| | <input type="checkbox"/> B-2 Performance Based Budget |
| | <input type="checkbox"/> B-3 Capital Budget |
| | <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) |
| | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) |
| | <input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
|
 | |
| <input checked="" type="checkbox"/> Attachment C: Work Plan | |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule | |
| <input type="checkbox"/> Other: | |

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

CONTRACTOR:

Oneida County Health Department

By: _____

Anthony J. Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

NYS Department of Health
Center for Environmental Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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

Contract Number: # _____

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

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

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

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

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

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

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

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

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

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

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

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

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

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

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

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

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

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

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2013, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE (*quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Bureau of Community Environmental Health and Food Protection
Empire State Plaza, Corning Tower Building, Room 1395
Albany, New York 12237**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

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

of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Michael J. Cambridge

Title: Director, Division of Environmental Health Protection

Address: Empire State Plaza, Corning Tower Bldg., Room 1619, Albany, NY 12237

Telephone Number: 518/402-7500

Facsimile Number: 518/402-7509

E-Mail Address: mjc03@health.state.ny.us

Insert Vendor/Grantee Name Here

Name: Patrice Bogan

Title: Interim Public Health Director/ Director of Clinic Services

Address: Adirondack Bank Building, 5th Floor, 185 Genesee Street, Utica, NY 13501

Telephone Number: 315/798-6400

Facsimile Number: 315/266-6138

E-Mail Address: pbogan@ocgov.net

Part B. Program Specific Clauses

A. Notification of Quarterly Statistical Reports in eHIPS

The Oneida County Health Department will submit, on a **quarterly** basis, not later than **30** days after the end date for which reimbursement is being claimed, written notification that all data entry for the ATUPA Quarterly Report and all data entry for CLAA complaints, investigations, and enforcement activity is complete and available to download in the eHIPS data system. This notification must accompany the voucher submitted for such period.

A narrative will be included as needed to address any significant issues affecting implementation of the Program Workplan (Appendix C) and measures taken to resolve them.

B. Expenditure Report

The Oneida County Health Department will submit, on a **quarterly** basis, not later than **30** days after the end date for which reimbursement is being claimed, a detailed Budget Statement and Report of Expenditure. This report must accompany the voucher submitted for such period.

C. Final Report

The Oneida County Health Department will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how grant funds were utilized to achieve the goals set forth in the program Workplan.

		APPENDIX B		
		BUDGET		
Organization Name: Oneida County Health Department				
Budget Period: April 1, 2013 to March 31, 2014				
Personal Service:			Percent Effort	
			Funded Annually	
		Annual	% time devoted	Total Amount
Name	Title	Salary	to This Project	Budgeted
P. Bogan	Director of Health	\$79,079	2%	\$1,582
D. Gilmore	Environmental Director	\$78,664	3%	\$2,360
T. Engle	Fiscal Admin.	\$82,245	2%	\$1,645
N. Hinman	Attorney	\$66,493	5%	\$3,325
S. Batson	Prin. PH Sanit.	\$69,195	4%	\$2,768
J. Manion	Sr. PH Sanit.	\$57,758	10%	\$5,776
J. St. Thomas	Prin. Clerk	\$41,495	10%	\$4,150
Total Salary				\$21,604
Fringe Benefits (42.9%)				\$9,268
TOTAL PERSONAL SERVICE:				\$30,872
Other than Personal Service:				
Category				
	supplies			\$318
	travel			\$1,384
	telephone			\$100
	postage			\$100
	printing			\$100
	photocopy			\$100
	other contractual services			
	Oneida County Sheriff			\$29,000
TOTAL OTHER THAN PERSONAL SERVICES				\$31,102
TOTAL PERSONAL AND OTHER THAN PERSONAL SERVICES:				\$61,974

ATTACHMENT C – WORK PLAN
SUMMARY

PROJECT NAME:

Tobacco Enforcement Program

CONTRACTOR SFS PAYEE NAME:

CONTRACT PERIOD:

From: 04/01/13

To: 03/31/14

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The Bureau of Community Environmental Health and Food Protection (BCEHFP) is responsible for the implementation and oversight of the New York State Public Health Law, Article 13-F, also known as the Adolescent Tobacco Use Prevention Act (ATUPA). The ATUPA prohibits the sale of cigarettes, cigars, chewing tobacco, powdered tobacco, shisha or other tobacco products, herbal cigarettes, electronic cigarettes, rolling papers or smoking paraphernalia to persons under 18 years of age. The BCEHFP also oversees enforcement of the New York State Public Health Law, Article 13-E, known as the Clean Indoor Air Act (CIAA), which prohibits smoking in all indoor public areas and work places.

Under this contract, the program participant is responsible for enforcing the ATUPA and CIAA which includes: conducting unannounced compliance checks of retail tobacco dealers and vendors using underage youth; educating facility operators; responding to public inquiries; responding to complaints about non-compliance; initiating enforcement against violators, fulfilling all program reporting requirements.

**ATTACHMENT C – WORK PLAN
DETAIL
ADOLESCENT TOBACCO USE PREVENTION ACT**

OBJECTIVE	BUDGET CATEGORY/ DELINEARABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1. Utilize the New York State Department of Health's Environmental Health Information and Permitting System (eHIPS) to complete the tasks listed.</p>	<p>Not Applicable</p>	<p>a. Establish and maintain an up-to-date inventory, including compliance and enforcement status, for registered and unregistered tobacco retail dealers and vendors (including cigarette vending machines) within jurisdiction;</p> <p>b. Enter compliance check and enforcement data (i.e., Notice of Violation (NOV), stipulation or hearing, payment, etc.) within five (5) business days after the completed action;</p> <p>c. At the end of the program quarter, validate that an eHIPS generated report for the quarter is current and accurately reflects the work (i.e., compliance checks, complaint investigations, non-registered vendors, enforcement actions, names and addresses of violators penalized and/or fined, date of violations and enforcement, training efforts, etc.) for that quarter;</p> <p>d. Within 30 days after the quarter's end, notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) that the quarterly report is valid and available to download.</p>	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>

ATTACHMENT C – WORK PLAN
DETAIL

ADOLESCENT TOBACCO USE PREVENTION ACT (continued)

OBJECTIVE	BUDGET CATEGORY (If Applicable)	TASKS	PERFORMANCE MEASURES
<p>2. Perform compliance checks with underage youth (16 or 17 years old) to meet the listed tasks.</p>	<p>Not Applicable</p>	<p>a. New compliance checks during contract period 04/01/2013 - 03/31/2014: Complete at least one (1) unannounced compliance check with a minor at all facilities where tobacco is sold by March 31, 2014.</p> <p>b. Re-inspections during contract period 04/1/2013 - 03/31/2014: For each facility that, on April 1, 2013, has active points on their record, complete a minimum of two (2) additional compliance checks before March 31, 2014.</p> <p>c. Synar Survey: When required, complete assigned compliance checks and submit inspection reports by the deadline for the annual random Synar survey.</p>	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>
<p>3. For all facilities where tobacco is sold, verify that tobacco retail dealers and vendors meet the tasks listed.</p>	<p>Not Applicable</p>	<p>a. are registered with the New York State Department of Taxation and Finance (DTF) to sell tobacco;</p> <p>b. post required signage;</p> <p>c. display and store tobacco and herbal cigarettes either behind the counter or in a locked container;</p> <p>d. comply with minimum package size requirements; and</p> <p>e. for vending machines, verify that location is acceptable and supervised.</p>	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>

ATTACHMENT C – WORK PLAN
DETAIL
 ADOLESCENT TOBACCO USE PREVENTION ACT (continued)

OBJECTIVE	BUDGET CATEGORY DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
4. Report unregistered tobacco dealers and vendors to the Bureau of Community Environmental Health and Food Protection (BCEHFP) according to the listed tasks.	Not Applicable	Report tobacco dealers and vendors without a valid registration to the BCEHFP within five (5) business days of inspection, utilizing a New York State Department of Health (NYSDOH) inspection form.	i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.
5. Collect and document violator information according to the listed tasks.	Not Applicable	When a retail tobacco dealer or vendor is found in violation of Article 13-F, verify the name and address of the operator, notify the operator of the violations and obtain the following information: a. Lottery agent number, if a New York State Lottery agent; and b. the full name of the seller.	i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.

ATTACHMENT C – WORK PLAN
DETAIL

ADOLESCENT TOBACCO USE PREVENTION ACT (continued)

OBJECTIVE	BUDGET CATEGORY DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>6. Issue formal enforcement against the operator for all retail tobacco dealers and vendors that are cited for one or more violations of Article 13-F as listed in the tasks.</p>	<p>Not Applicable</p>	<p>Issue formal enforcement against the operator by confirmed delivery of a written Notice of Violation (NOV) within seven (7) business days for all retail tobacco dealers and vendors that are cited for one or more violations of Article 13-F including, but not limited to:</p> <ul style="list-style-type: none"> a. selling tobacco products (including bids, gutka or Shisha), herbal cigarettes, electronic cigarettes or smoking paraphernalia to persons under 18 years of age; b. selling out-of-package cigarettes; c. selling tobacco products in packaging that fails to meet minimum package size requirements; d. selling bids or gutka from a location that is not a “tobacco business”; e. failing to supervise a vending machine, or locating the machine in an area not allowed by Article 13-F of the Public Health Law; f. failing to comply with the self-service ban; and g. selling tobacco with a suspended or revoked registration. 	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>

ATTACHMENT C – WORK PLAN
DETAIL
ADOLESCENT TOBACCO USE PREVENTION ACT (continued)

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>7. Provide an advisory notice to violators of Article 13-F as detailed in the tasks.</p>	<p>Not Applicable</p>	<p>When a violation of Article 13-F is sustained as a result of a formal enforcement action (stipulation or hearing) against a retail tobacco dealer or vendor, advise the dealer or vendor of the consequences of subsequent violations.</p>	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>
<p>8. Notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) of violations of Article 13-F according to the listed tasks.</p>	<p>Not Applicable</p>	<p>When a violation of Article 13-F is sustained as a result of formal enforcement action (stipulation or hearing) against a retail tobacco dealer or vendor, notify the BCEHFP by submitting documentation of the sustained enforcement actions and Lottery agent status, for all retail tobacco dealers with the following points/violations:</p> <ul style="list-style-type: none"> a. any facility with three (3) active points; b. any facility with four (4) violations of Article 13-F occurring within a three-year period; c. for vending machines only, any three (3) violations of Article 13-F occurring within a two (2) year period or any four (4) violations occurring ever. 	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>

ATTACHMENT C – WORK PLAN
DETAIL
 ADOLESCENT TOBACCO USE PREVENTION ACT (continued)

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
9. Conduct a follow up visit for retail tobacco dealers with a suspended or revoked State Department of Taxation and Finance (DTF) registration according to the listed tasks.	Not Applicable	Within two (2) to three (3) months after any retail tobacco dealer's State Department of Taxation and Finance (DTF) registration to sell tobacco is suspended or revoked as a result of violations of Article 13-F, conduct a follow-up visit to determine if tobacco is being sold. Initiate enforcement against any retail tobacco dealer that continues to sell tobacco with a suspended or revoked registration. Notify the Bureau of Community Environmental Health and Food Protection (BCEHFP) of the sale by submittal of sustained enforcement documentation, and request notification of State Department of Taxation and Finance (DTF) to permanently revoke the dealer's registration.	i. Performance Measures will be based on submission of ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.

ATTACHMENT C – WORK PLAN
DETAIL
ADOLESCENT TOBACCO USE PREVENTION ACT (continued)

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>10. Provide public notice of retail tobacco dealers and vendors found in violation of Article 13-F as described in the tasks.</p>	<p>Not Applicable</p>	<p>At least quarterly, publish in a local newspaper, or post on a Local Health Department web site, the names and addresses of retail tobacco dealers and vendors where enforcement action is finalized for a violation of Article 13-F. Notification shall be for the sale of tobacco or herbal cigarettes to an underage youth during a compliance check or for selling tobacco with a suspended or revoked registration. Such notification is to include the number of times the tobacco dealer has been in violation of this Article. A complete listing of all violators is also posted on the State Health Department's public web site as part of the Youth Access Tobacco Enforcement Annual Report.</p>	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>
<p>11. Coordinate program education for new tobacco vendors and those who fail compliance checks.</p>	<p>Not Applicable</p>	<p>Coordinate program education for new tobacco vendors and those who fail compliance checks.</p>	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>

ATTACHMENT C – WORK PLAN
DETAIL
CLEAN INDOOR AIR ACT

OBJECTIVE	BUDGET CATEGORY (if applicable)	TASKS	PERFORMANCE MEASURES
1. Utilizing the New York State Department of Health's Environmental Health Information and Permitting System (eHIPS) complete the tasks listed.	Not Applicable	a. Establish and maintain an up-to-date record of all Clean Indoor Air Act (CIAA) related complaints and actions taken to resolve the complaint. b. Establish and maintain an up-to-date record of all CIAA enforcement activity and outcomes including fines assessed and fines paid. c. Report all program staff time and activity.	i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.

**ATTACHMENT C – WORK PLAN
DETAIL
CLEAN INDOOR AIR ACT (continued)**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>2. At a minimum, conduct CIAA complaint investigations as listed in the tasks.</p>	<p>Not Applicable</p>	<p>a. An advisory notice (phone call and/or written letter) shall be made to alleged violators in response to a first complaint. A CIAA brochure or copy of the law should be provided if needed.</p> <p>b. Any subsequent CIAA complaint for the same facility shall result in an on-site investigation. Investigations that are necessary after the enforcement officer's normal business hours shall be arranged for reasonable times and in a reasonable manner that considers the health and safety of the inspector while being responsive to the specific complaint.</p> <p>c. At the conclusion of the on-site investigation, the enforcement officer shall identify himself to the facility owner/operator or other person in charge, state the purpose of the investigation and any CIAA violation(s) found. Where there are safety considerations, the enforcement officer may notify the facility owner/operator of his/her findings by the next business day.</p>	<p>i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.</p>

ATTACHMENT C – WORK PLAN
DETAIL
 CLEAN INDOOR AIR ACT (continued)

OBJECTIVES	BUDGET CATEGORY/ DEMINORABLE (if applicable)	TASKS	PERFORMANCE MEASURES
3. Issue formal enforcement against the facility owner/operator for all CIAA violations according to the listed tasks.	Not Applicable	Issue formal enforcement against the facility owner/operator by confirmed delivery of a Notice of Violation (NOV) within seven (7) business days for all CIAA violations.	i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.
4. Conduct re-inspections of all CIAA violations according to the listed tasks.	Not Applicable	Following a hearing officer's decision or a stipulated agreement, conduct a re-inspection within three (3) to six (6) months at those facilities determined to be in violation of the CIAA.	i. Performance Measures will be based on submission of: ATUPA and CIAA quarterly reports detailing all program activity and inspection totals and a year-end report.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 30 days after end of quarter
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

Contract Number: # _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

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

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than 5 days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

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

- Final Report

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

- Consolidated Fiscal Report (CFR)¹

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

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

Contract Number: # _____

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

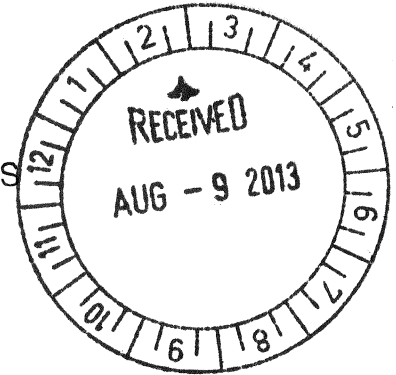
Phone: (315) 798-6400 Fax: (315) 266-6138

July 29, 2013

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

FN 20 13-276
HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Re: C025776 WIC Renewal

Attached are five (5) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Bureau of Supplemental Food Programs.

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

The term of this grant is for the period of October 1, 2013 through September 30, 2014 in the amount of \$1,293,428. This is the final renewal of this grant under the current five year procurement. A request for applications will be released in the next several months to re-procure WIC local agency services for the October 1, 2014 through September 30, 2019 period. This grant is 100% funded.

Please note two (2) signature pages must be returned with original signatures.

This is not a program mandated by Public Health Law.

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

Sincerely,

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

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 8/9/13

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

Oneida County Board of Legislators

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

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

DATES OF OPERATION: October 1, 2013 through September 30, 2014

TOTAL FUNDING REQUESTED: \$1,293,428

 NEW X RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: 100% grant funded

STAFF COMMENTS: This is the final renewal of this contract under the current five year procurement. A request for applications will be released in the next several months to re-procure WIC local agency services for the October 1, 2014 through September 30, 2019 period.

Expense Account: A4082.495

Revenue Account: A4082

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Department of Health Division of Nutrition 150 Broadway, Suite 650 Albany, N.Y. 12204-2719</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450270</p> <p>CONTRACT NUMBER: C025776</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>N/A</p>	<p>PROJECT NAME:</p> <p>Special Supplemental Nutrition Program for Women, Infants and Children (WIC)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable): 075814186</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only): 10.557</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 Park Ave Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:3001000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:EPTL3</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 10/01/2009 To: 09/30/2014</p> <p>CURRENT CONTRACT PERIOD: From: 10/01/2013 To: 09/30/2014</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$ 1,293,428</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

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

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

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:
 - Certificate of NYS Workers' Compensation Insurance Coverage
 - Certificate of Insurance under the NYS Disability Benefits Law

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

CONTRACTOR:

Oneida County Health Department

By: _____

Anthony J. Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

Department of Health

By: _____

Bradley J. Hutton
Printed Name

Title: Director, Center for Community Health

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # C025776

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements, I hereby certify:

Choose one:

An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Organization: Oneida County

Date Signed: _____

CERTIFICATION OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

- All costs included in this proposal used to establish billing or final indirect costs rates for the period October 1, 2013 through September 30, 2014 are allowable in accordance with the requirements of the federal agreement(s) to which they apply and with the cost principles applicable to those agreements.
- This proposal does not include any costs which are unallowable under applicable cost principles, such as (without limitation): advertising and public relations costs, entertainment costs, fines and penalties, and lobbying costs.
- All costs included in this proposal are properly allocable to Federal agreements on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare under penalty of perjury that the foregoing is true and correct.

Organization: Oneida County Health Department

Signature: _____

Name of Official: Thomas W. Engle, Sr.

Title: Fiscal Services Administrator

Date: _____

Please note that this certification must be signed and dated by an individual at a level no lower than the chief financial officer of the local agency. Only original signatures will be accepted.

Attachment A
Approved Site Listing

219 - Oneida County Health Department

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

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

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

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

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

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

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

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

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

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
 4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
 5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
 6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
 7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

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

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

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

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

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

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

N. Vendor Responsibility:

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

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

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

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

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

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

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

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

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

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

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

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE *monthly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**NYS Department of Health
Division of Nutrition/BSFP-RPOU
Riverview Center
150 Broadway – FL 6 West
Albany, N.Y. 12204-2719**

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to

children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Michael Rimkunas

Title: Director, Resource Planning & Operations Unit, Bureau of Supplemental Food Programs

Address: Riverview Center, 150 Broadway – FL 6 West, Albany, NY 12204-2719

Telephone Number: (518) 402-7099

Facsimile Number: (518) 402-7348

E-Mail Address: mer16@health.state.ny.us

Oneida County Health Department

Name: Dr. Gayle Jones, Ph.D

Title: Public Health Director

Address: 185 Genesee Street 5th Fl, Utica, NY 13501

Telephone Number: (315) 798-5633

Facsimile Number: (315) 266-6138

E-Mail Address: gjones@ocgov.net

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

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

New York State Department of Health

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

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

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

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

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

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

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

New York State Department of Health

B. Audits

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

C. Confidentiality

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

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

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

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

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

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

New York State Department of Health

2. AIDS/HIV Related Confidentiality Restrictions:

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

HIV/AIDS NOTICE

This information has been disclosed to you from confidential records, which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.

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

3. Alcohol and Substance Abuse Related Confidentiality Restrictions

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

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

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

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

New York State Department of Health

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

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

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

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

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

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

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

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

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

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

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

officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
- (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

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

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

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

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

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

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

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

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (iv) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- (vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- (viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (ix) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. Administrative Rules and Audits:

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

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

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

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

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

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

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

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

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

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

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

Part B. Program Specific Federal Clauses

Attachment A-2 Part B intentionally omitted.

ATTACHMENT B

B-1 Expenditure Based Budget

Project Name: 219 - Oneida County Health Department

Contractor SFS Payee Name: Oneida County of

October 1, 2013 – September 30, 2014

Personal Service

Non Direct
 Competent Professional Authority
 Personal Service
 Direct Fringe
 Non-Direct Fringe
 Total Fringe
 Personal Service and Fringe

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

0
\$417,198
\$212,175
\$334,795
 0
\$334,795
\$944,587

Other Than Personal Service (OTPS)

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

\$ 56,036
\$ 132,794
\$ 188,830
\$1,133,417
\$0
\$1,169,364
0
0
\$ 35,947
\$124,064
\$1,293,428

An average caseload monthly service level of 6,000 participants is assigned commensurate with this budget. WIC participation is defined in CFR 246-2 as "pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or food instruments under the Program, and the breastfed infants of participant breastfeeding women." Service to less than the assigned caseload may result in a reassignment of caseload and associated funding in the current and/or subsequent contract years.

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

Federal funds are being used to support this contract. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 10.557

Contract Number: #C025776
 Attachment B-1 – Expenditure Based Budget

Attachment C: Work Plan

WIC LOCAL AGENCY WORKPLAN

I. CONTRACTOR SERVICE AREAS

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

Oneida

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

Personnel

Staffing:

Establish and promptly fill all budgeted WIC positions with credentialed staff as required by Federal regulations and State guidelines to maintain funded staffing pattern. Keep the State informed of new WIC Directors and key WIC personnel changes.

Designate a WIC Director who is located on-site at the local agency; the FTE allocated to WIC Program management and oversight must be appropriate for the caseload assignment and approved by the State regional office.

Have on staff or contract with at least one qualified WIC Competent Professional Authority (CPA), to perform the necessary certification procedures and relevant participant-centered counseling/education. Employ the appropriate number of CPAs to meet the needs of the agency.

Have on staff or contract with at least one qualified CPA 3 (High Risk Competent Professional Authority) (CPA), to provide and perform all high risk activities, including nutritional assessment, care plans and relevant participant-centered counseling. Employ the appropriate number of CPA 3s (High Risk CPAs) to meet the needs of the agency.

Ensure that all CPA staff obtains 24 hours of continuing education every three years in topics relevant to WIC, and document continuing education in the LA Training Log.

Support Certified Lactation Counselor (CLC) and International Breastfeeding Certified Lactation Counselor (IBCLC) credentials among local agency staff.

Designate a local agency Breastfeeding Coordinator, Substance Abuse Coordinator, Outreach Coordinator and National Voter Registration contact in accordance with WIC Program requirements.

Provide supervision of the WIC Director and other WIC personnel, oversight of program planning and development of WIC Program.

Hire staff who can provide culturally/linguistically competent service that facilitates communication with participants.

Training and Communication:

Maintain current job descriptions, specific to WIC responsibilities, and update annually.

Meet all WIC Program staff training and competency requirements and document training attendance. New WIC staff must complete Basic WIC Skills Training provided by the WIC Training Center within six months of their hiring date.

Ensure and document that WIC staff attends mandatory WIC Policy and WICSIS training conducted by the State or the WIC Training Center and train other agency staff who did not attend. A WIC local agency may be billed for no-showing a training course that was not properly cancelled prior to 48 hours of the scheduled course date.

Provide regular in-service training with documentation of attendance.

Provide means for regular communications to staff of revisions of WIC policies, WICSIS Communiqués and procedures.

Documentation:

Maintain personnel files to include copies of college transcripts, current professional license/registration/certification, resumes for competent professional authorities and para-professional staff.

Substantiate and document all personnel issues and transactions, including time and attendance and time distribution records that record work hours of all employees for which reimbursement is requested under this contract.

Ensure at the time of hire that staff and volunteers sign a WIC confidentiality agreement which must be kept in their personnel file as outlined in NYS WIC Program Manual.

Scheduling and Space

Establish State approved WIC service sites in the areas of high unmet need.

Follow "WIC Site Development Guide" for all site development and closure activities.

Provide sufficient space for all WIC Program activities, including certification, nutrition education, counseling, check issuance, waiting and office space, as needed. Maintain WIC Program space in a safe, clean, children/customer friendly environment of adequate size.

Provide a breastfeeding-friendly clinic environment that encourages breastfeeding as the preferred method of infant feeding and includes a designated private breastfeeding area.

Provide program space that is accessible to people with disabilities.

Establish appointment schedules at all sites, giving consideration to participant needs as follows:

All WIC sites must offer lunchtime appointments to accommodate working families. Alternative hours outside of the agency's normal hours of operation and exclusive of lunch time appointments must be offered at all of the local agency's permanent sites. For example: If an agency's normal clinic hours are 9:00 a.m. to 5:00 p.m., the WIC clinic may operate an alternative schedule of 11:00 a.m. to 7:00 p.m. This schedule would provide 2 hours toward the minimum number of alternative hours.

The alternative-hours schedule must provide, at a minimum, a total number of alternative hours based upon the agency's current Federal fiscal year's caseload target as follows:

Assigned Caseload Targets Hours/Month	Minimum # of Alternative
1,500 or less	8
1,501 – 3,500	12
3,501 – 7,000	16
7,001 or greater	24

Obtain prior written approval from the State regional office before implementing an alternative-hours schedule.

Ensure the clinic site is clearly identified with signs posted that include the name of the local agency and the hours of operation.

Provide an environment that is culturally and linguistically appropriate. Signs, pamphlets, bulletin boards and answering machines need to portray a welcoming environment.

Assume responsibility for preparing any new site in accordance with a site modification plan approved by the State (HVAC, electrical renovations, cabling, telecommunications, etc.). Provide sufficient notice to the State of all proposed site moves, site closures, and expansions. All site changes must be discussed with and pre-approved by the State.

Certification

Enroll applicants within Federal and State timeframes: high-risk applicants within 10 calendar days; all other applicants within 20 calendar days.

Ensure no applicant or participant incurs any costs when applying for WIC Program benefits.

Verify all participants (including infants and children) are present at certification.

Ensure all WIC participants are income, categorically and residentially eligible, and at

nutritional risk. Maintain supporting documentation, and verify and document all certification requirements.

Provide all Program applicants/participants with notification of certification/recertification time frames and requirements.

Provide for participant transfers in accordance with Verification of Certification (VOC) procedures.

Have procedures in place and maintain compliance with State policies for extended infant and breastfeeding certifications and mid-certification evaluations.

Inform WIC participants of their Rights and Responsibilities at each certification.

Submit certification data to the State in accordance with State policy.

Issue WIC identification cards in accordance with requirements outlined in NYS WIC Program Manual.

Provide all adult applicants and participants with written information on:

- Medicaid
- Food Stamp Program
- Temporary Assistance to Needy Families Program
- Child Support Enforcement Program

Income:

Verify active Medicaid status using approved methods in accordance with State policy.

Use the income eligibility guidelines provided by the State annually.

Use the Family Health Plus-Medicaid-WIC-Child Health Plus Combined Application for infants, children and pregnant women applying for WIC and Medicaid.

Conduct annual quality assurance reviews, as required in the Local Agency Compliance and Self Assessment (LACASA) on all WIC staff involved in the income determination and documentation process. Maintain documentation on file at the local agency. Ensure resolution of problems identified through this quality assurance process.

Food Instrument Issuance

Issue WIC checks to eligible participants in accordance with policies outlined in NYS WIC Program Manual, State guidelines and Federal regulations, specifically:

- Adhere to WICSIS check production standards and requirements. Non-compliance with check production requirements may result in the imposition of fees to the agency to offset

additional costs incurred by the NYS WIC Program for the manual processing of these checks.

- Ensure systems are in place to include quality control tests that facilitate the automated processing of WIC checks through the Federal Reserve banking system.
- Establish and implement internal controls, including inventory and reconciliation procedures in accordance with WIC requirements.
- Follow all WIC requirements and procedures related to the “void” and “return and reissue” WICSIS functions.
- Follow WIC requirements and procedures for handling lost or stolen checks.

Provide security measures for WIC checks, check stock, WIC identification cards, and Special Formula Food Instruments (SFFI) and registers.

Issue Special Formula Food Instruments in accordance with policies outlined in NYS WIC Program Manual and State guidelines.

Produce and issue manual checks to eligible participants in accordance with policies outlined in NYS WIC Program Manual, specifically:

- Develop and implement appropriate safeguards to ensure accountability and security of manual check inventories, including separation of duties, inventory maintenance, check production, reconciliation and disposition.
- Generate reports to ensure that all manual checks are appropriately reconciled.

Conduct annual quality assurance reviews, as required in the LACASA on all WIC staff involved in the check issuance process. Maintain documentation on file at the local agency. Ensure resolution of problems identified through this quality assurance process.

Respond promptly to State requests for information on food instrument issues.

Provide for the use of “proxies” in accordance with policies outlined in NYS WIC Program Manual.

Provide participants with necessary information and culturally sensitive program materials for use of WIC checks in appropriate languages.

Confidentiality

Ensure a reasonable degree of privacy for confidential purposes during staff and participant interactions.

Establish and implement a system to ensure confidentiality of participant and vendor records (electronic and paper). Maintain all WIC files (active and inactive) in a secure location. Local agency staff are responsible for maintaining the security of participant records.

Ensure participant and staff cell phones are turned off in the clinic by prominently posting a

notice prohibiting cell phone use in the clinic.

Obtain written consent from applicants/participants before photographs or voice recordings are taken.

Develop and implement policies and procedures to ensure applicant/participant information is only disclosed to those individuals who are allowed access according to Federal regulations.

Establish Memorandums of Understanding (MOU) with other public organizations before sharing individual level WIC information. MOUs must be approved by the State before they become effective.

Inform the applicant/participant when the WIC local agency and a public organization have a written agreement for the sharing of WIC information and allow the opportunity to refuse to share individual information.

Obtain approval by the NYS WIC Program before allowing access to WIC applicant/participant information for purposes of research. The research proposal must have Institutional Review Board approval. Ensure all procedures, outlined in NYS WIC Program Manual, are followed for research conducted under of the auspices of that WIC Program.

Records and Reports

In addition to retaining records for current year, retain records of food delivery, equipment purchases, certification, nutrition education, financial operations, and fair hearings for six years after closeout of the fiscal year to which they pertain.

Provide monthly, a report on the number of authorized positions, the current vacancy rate, and activities underway to fill vacant positions.

Establish a procedure for the destruction of WIC records that will not be stored in the LA record retention system. This includes records that are being removed from the LA record retention system.

Establish and maintain a current inventory of all tangible items supplied by the NYS State WIC Program as defined by policies outlined in NYS WIC Program Manual.

In accordance with the Operations Calendar, generate and/or review, respond to and maintain WIC reports as required by State WIC policies and procedures.

Prepare and Submit Nutrition Services and Administration Time and Effort Studies and Expense Reports as required.

Maintain compliance with National Voter Registration Act (NVRA) record retention and reporting requirements.

Maintain the annual LACASA documentation and Final Summary and work to correct any deficiencies identified, achieve established goals and implement the nutrition services plan.

Maintain and ensure that the following are accessible to all WIC staff:

- The NYS WIC Program Manual;
- A LA WIC Policies and Procedures Manual.
- A staff training log for all staff which details agendas, dates and attendees of training sessions;

Ensure that staff know how to access LA memos, WICSIS Communiqués, documents on the Common (K:\) drive, and all other material that is distributed to LA staff by the State.

Implement a policy to distribute WIC Program material that is not readily accessible to all LA staff.

Cooperate fully with State Bureau of Special Investigations (BSI) staff and all other authorized persons, agencies, and entities identified in, State of New York Master Contract for Grants.

Quality Assurance

Conduct surveys as directed by the NYS State WIC Program.

Use caseload and certification reports as program management quality assurance tools.

Annually conduct a thorough local agency self assessment to evaluate compliance with policies, procedures, rules and regulations governing the NYS WIC Program using the State-developed LACASA documents.

Develop and implement a LA quality assurance (QA) program which utilizes forms and publications distributed by the State. At a minimum, the QA program must identify and resolve problems identified through reviews required in the LACASA in the following areas:

- Income determination;
- Check issuance;
- Hematology;
- Anthropometry; and
- Nutrition assessment/education/counseling.

Conduct local agency record reviews as required in the LACASA.

Local Agency WIC Policy and Procedure Manual

Develop and maintain a LA WIC Policy and Procedure Manual.

At a minimum, the LA WIC Policy and Procedure Manual must include policy and/or procedure concerning:

- Voter registration duties and training;
- Documentation of nutritional risk;
- Notification of ineligibility;
 - Nutrition education and high-risk protocols;
 - Compliance with State policy to purchase and issue breast pumps;
- Missed certification appointments;
- Missed appointments/no show;
 - Protocol when participant asks that information be sent to third party;
 - Outreach efforts with health care providers;
- Outreach to potential eligibles;
 - Initial anthropometry and hematology training;
- Mandatory staff training, staff development, scheduling and attendance, and documentation;
 - Breastfeeding coordinator's responsibilities;
 - Breast pump program;
 - Disposition schedule for records;
- Budget protocols;
- Computer security;
- Emergency preparedness and disaster plan; and
- Travel policy.

Caseload Management and Outreach

Manage the local agency caseload to ensure that the highest risk participants are given priority.

Perform monthly evaluations of caseload counts and no-show data and plan operations to accommodate caseload changes.

Conduct annual patient flow studies and analyze the findings to identify ways to improve operating efficiency and decrease wait time for participants.

Refer individuals to other Federal, State or community programs for which they may be eligible.

Establish a waiting list for eligible participants only when directed to do so by the State. Participants placed on the waiting list must be referred to other food assistance programs.

Outreach/Retention Coordination:

Develop and implement outreach strategies to target WIC benefits to all eligible populations.

Use State generated data and Geographical Information Systems (GIS) maps to evaluate the need for services in areas of unmet need.

Target outreach activities to identify and serve (if applicable):

- Prenatal Women Early in Pregnancy;
- Rural Residents;
- Migrant (or Seasonal) Farm Workers;
- Foster Children;
- Infants/Children in Care of Child Welfare Authorities (including infants exposed to drugs perinatally);
- Head Start and Early Head Start Infants/Children;
- Employed Eligible;
- Homeless and Immigrants; and
- Native Americans.

Provide WIC Program information to low-wage employers in the planning area.

Contact health care providers annually to provide them with the latest WIC information.

Develop and distribute WIC outreach packets which include written information about WIC eligibility requirements and health promotion materials. Maintain an outreach log or tracking system for the distribution and update material as needed.

Implement procedures to contact each pregnant woman who missed her first appointment to apply for participation in the program in order to reschedule the appointment.

Financial Accountability

Establish and maintain a financial management system that ensures accountability for all WIC Program funds and meets the applicable requirements listed in 2 CFR, Part 225, 2 CFR Part 220, and 2 CFR Part 230; Federal WIC Regulations 7CFR246.14(a)(1); the NYS WIC Program Manual; and the LA contract.

Develop and implement approved cost allocation methodologies that ensure accurate accounting for any costs shared by WIC and other agency programs. Personal Service costs must be supported by time distribution records adequate to trace employee effort to each cost objective or funding source.

Develop and submit an annual WIC administrative budget proposal within the format required by the WIC Program by the established deadline. The budget must include all WIC administrative costs and clear and complete written justifications for all budgeted items. Submit to the Regional Office all budget change requests, with a full justification, in the

required format and within established timeframes.

Submit accurate monthly vouchers and statements of expenditures in accordance with established timeframes and maintain supporting documentation that substantiates expenses claimed.

Submit A-133 audit reports to the WIC Program and Federal Single Audit Clearinghouse, as required.

Maintain time and attendance records for all WIC funded staff. Implement an acceptable methodology to certify time and attendance records.

Participant's Rights and Responsibilities

Provide orientation, program information and nutrition education materials in appropriate languages and at appropriate literacy level.

Review participants' rights and responsibilities in an appropriate language with each applicant at each visit.

Ensure the standard non-discrimination statement is on all locally produced forms and informational materials as required by policies outlined in NYS WIC Program Manual.

Display the "and Justice for All" posters at all sites.

Ensure customer complaints are received and resolved promptly, courteously and respectfully and in accordance with WIC requirements.

Advise participants of their rights to a fair hearing and follow proper fair hearing procedures.

Offer all applicants the opportunity to register to vote at certification, recertification or when an address change has occurred.

Farmers' Market Nutrition Program

Participate in the Farmers' Market Nutrition Program (FMNP) if an authorized market exists within the planning area served by the agency.

Provide nutrition education regarding the benefits of fresh fruits and vegetables.

Where available, coordinate nutrition education and outreach efforts with State and Cornell Cooperative Extension staff for FMNP initiatives.

Instruct participants on the proper use of FMNP checks.

Conduct annual participant surveys and coordinator evaluations as directed by the State.

Vendor Relations

Maintain lists of the Vendor Management Agencies (WIC VMA) and local vendors.

Maintain ongoing communication with Vendor Management Agencies that are responsible for the enrollment, training and monitoring of vendors.

Refer inquiries from retail food vendors seeking information on enrolling and participating in the WIC Program to the appropriate WIC Vendor Management Agency.

Respond to information from Vendor Management Agencies and State staff regarding participant errors in food instrument redemption. Work with WIC participants to reinforce proper food instrument redemption.

Contact local vendors to facilitate arrangements for special formulas needed by participants.

Seek assistance from Vendor Management Agencies in locating stores/pharmacies that stock special formulas.

Nutrition Services

Nutrition/Health Risk Assessment:

Obtain and accurately record height (length) and weight measurements for all participants on site for each certification within required timeframes.

Conduct a complete nutrition assessment for each participant. Assessment includes, but is not limited to: review of immunization status, hemoglobin/hematocrit levels, nutrition/health screening, and identification of medical conditions.

Use the standardized NYS State WIC assessment tools including, but not limited to, growth charts for infants and children; prenatal weight gain grids; BMI charts; high-risk care plans; and NYS WIC Medical referral form.

Obtain and accurately record hemoglobin (Hgb) and/or hematocrit (HCT) values for all participants on site as outlined in the NYS WIC Program Manual.

Ensure the following requirements are met:

Blood work:

Comply with blood work requirements in accordance with policies outlined in NYS WIC Program Manual.

Ensure compliance with Clinical Laboratory Improvement Amendments (CLIA), and Occupational Safety and Health Act (OSHA) standards.

Ensure compliance with policies outlined in NYS WIC Program Manual for frequency of verification, calibration and certification of hematological equipment.

Complete annual Hematology Quality Assurance reviews, as required in the LACASA, for all WIC staff who performs or records hematology testing. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Anthropometry measurements:

Comply with State specifications for anthropometry equipment.

Ensure compliance with policies outlined in NYS WIC Program Manual for frequency of verification, calibration and certification of anthropometric equipment.

Complete annual Anthropometry Quality reviews, as required in the LACASA for all WIC staff who conducts, plots or records anthropometry measurements. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Nutrition Education:

Evaluate nutrition education materials and ensure that all education materials used in the NYS WIC Program meet the criteria provided by the State.

Complete annual Nutrition Assessment/Education/Counseling reviews, as required in the LACASA, for all WIC staff involved in conducting complete nutrition assessments and/or providing participant-centered education/counseling. Maintain documentation on file at local agency. Ensure resolution of problems identified through this quality assurance process.

Offer a minimum of two participant-centered nutrition education contacts per certification period in a language appropriate for participants, in a location that minimizes noise and distractions and maximizes privacy and effectiveness. Target nutrition counseling to the participants' identified risks, needs, level of nutrition/health knowledge, understanding, interests, culture, and psychosocial situation.

Offer facilitated group discussion for nutrition education contacts for each participant category.

Document in each participant's WICSIS record that nutrition education has been offered and/or provided, and topics addressed.

Screen all participants for high-risk status and provide an individualized nutrition care plan for participants identified as high risk, in accordance with policies outlined in NYS WIC Program Manual.

Provide an individual nutrition care plan for any participant, parent or caretaker upon request.

Offer a minimum of one high-risk participant-centered counseling contact to each high-risk participant during each certification period.

When appropriate, refer participants to health, social, and educational services. Document all referrals made in participants' WICSIS record.

Refer infants and children whose immunization status is "not up to date for age" to immunization programs, document in the WICSIS record.

During initial and subsequent certifications, screen all prenatal, postpartum, breastfeeding participants for tobacco use, secondhand smoke exposure and substance abuse. Provide smoking and substance-abuse education and referrals to adult participants and caregivers.

Maintain and make available for distribution a list of all local resources for substance-abuse counseling and treatment.

Develop a Healthy Lifestyle initiative that incorporates obesity prevention and physical activity interventions such as "Eat Well, Play Hard" and "Fit WIC" into nutrition/health education, counseling, and clinic operations.

Expend annually at least one-sixth (16.67 percent) of the total Nutrition Services and Administration funds of the WIC local agency budget on nutrition education. Provide documentation of nutrition education costs to the State as required.

Develop and implement a plan to coordinate operations locally with special counseling services, such as the Expanded Food and Nutrition Education Program, Immunization Programs, Programs for Breastfeeding Promotion, Prenatal Care, Well Child Care, Family Planning, Drug Abuse Education, Alcohol and Drug Abuse Counseling and Treatment, Child Abuse Counseling, Temporary Assistance to Needy Families (TANF), The Food Stamp Program, Maternal and Child Health Care, and Medicaid.

Breastfeeding Promotion and Support

Maintain a clinic environment that promotes breastfeeding.

Purchase and issue breastfeeding aids and breast pumps which directly support the initiation and continuation of breastfeeding in accordance with the policies and procedures of the program.

Provide breastfeeding information to all prenatal participants, and promote and support breastfeeding among participants.

Maintain and make available for distribution a list of resources for breastfeeding counseling and support services.

Maintain an Enhanced Breastfeeding Peer Counselor program for breastfeeding support among WIC women as outlined in NYS WIC Program Manual. Utilize the Breastfeeding Prenatal List and Breastfeeding Infant List reports to ensure that peer counselors are assigned to participants.

Evaluate breastfeeding initiation, duration and status reports routinely and review breastfeeding activities, education and peer counseling for effectiveness annually.

Complete monthly and annual breastfeeding reports within specified timeframes.

Expend annually at least 3.39 percent of the total Nutrition Services and Administration funds of the WIC local agency budget on breastfeeding promotion and support. Provide documentation of breastfeeding costs to the State as required.

Food Package

Comply with policies and procedures outlined in NYS WIC Program Manual when prescribing food packages; e.g., special infant formulas, goats' milk, and homeless/disabled, etc.

Maintain documentation in participants' WISCIS record to justify the issuance of the food package prescribed, or the prescribed/additional/special formula, or the non-standard food package.

Comply with policies outlined in NYS WIC Program Manual when issuing ready-to-feed, and premature infant non-contract formulas.

Ensure the issuance of all authorized foods is within food package categories up to maximum quantities allowed by USDA.

Ensure the tailoring of food packages according to categorical, medical, and nutritional needs of participants, and ensure the food package prescription guidelines meet requirements.

Provide each participant with information on value and use of WIC foods in the appropriate language.

WIC Program Statewide Information System (WICSIS)

Utilize the New York State WIC Statewide Information Systems' (WICSIS) software, hardware, and communication devices according to State policies.

Ensure no software or hardware is added, modified, or removed any from any State issued automated data processing (ADP) equipment (WICSIS infrastructure) without notification to and written consent from the State.

Assume responsibility for damage or theft of State issued ADP equipment and maintain insurance for all ADP equipment. Reimbursement or recoupment for loss, damage or replacement of any State issued ADP equipment will be sought through a mechanism at the State's discretion.

Return or dispose of State issued software, ADP equipment, and communication devices as directed by the State.

Establish and maintain an inventory of all WICSIS equipment and supplies. The WICSIS equipment inventory must be submitted annually with the Local Agency Budget/Contract Renewal.

Develop an emergency preparedness plan in compliance with the policy outlined in NYS WIC Program Manual. The plan must include the State's backup system (manual checks) implemented, when necessary, to ensure that participants receive benefits.

Comply with monthly inventory tracking requirements for manual checks and WICSIS supplies (check stock, MICR toner) to ensure uninterrupted service to participants.

Maintain a POTS (plain old telephone service) line in the server room. The POTS line must be dedicated to serve as a backup data line and to enable remote diagnostics of the server.

Transition Requirements

Follow the WIC Site Development Guide for all site changes, including: moves, closures, consolidations and new requests.

Provide sufficient time for site development in accordance with the guide and ensure all pertinent parties are notified in a timely manner of the need for the site move or closure.

Develop a work plan for site changes that includes a contingency plan for provision of services during the site change process.

Develop and submit for State approval a local agency transition work plan to ensure an orderly and controlled transition of operations to a successor Contractor. The work plan must include a contingency plan for provision of services during the transition.

Continue to provide services and notifications to WIC participants as directed by the State during the transition period.

Maintain staffing adequate to meet obligations under the contract during the transition period.

FEDERAL-STATE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC) AGREEMENT (FNS-339)

“USDA/Food and Nutrition Service (FNS) and the WIC State Agency in the State of New York agree to abide by the requirements set forth in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760(b), as amended by Section 361 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) to support full use of Federal funds provided to the State Agency for the administration of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and exclude such funds from State budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC Program.”

Contractor will comply with this obligation and exclude funding provided through this contract from Contractor imposed budget restrictions or limitations consistent with the above quoted Federal-State Agreement.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

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

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date 45 days from close of period
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

Final scheduled payment will not be due until 30 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is November 15, 2013. The agency shall complete its audit and notify vendor of the results no later than 12/15/2013. The Contractor shall submit the report not later than 45 days from the end of the contract.

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

1	Monthly	45 days from the end of the report month
2	Monthly	45 days from the end of the report month
3	Monthly	45 days from the end of the report month
4	10/1/2013 - 9/30/2014	November 1, 2013
5	Quarterly	December 1, 2013
6	10/1/2013 - 9/30/2014	November 15, 2013
7	Contractor Fiscal Year	Nine months from the end of the Fiscal Year

Attachment D

FFY 2014 WIC Site Information Form

219 - Oneida County Health Department
Version 1.11

If the Submit By Email button does not work, please email this file as an attachment:

TO: wicbudget@health.state.ny.us
SUBJECT: **WIC Site Information: 219 - Oneida County Health Department**

Please enter all available site information.

Temporary sites only require a Physical Address. Permanent Sites require all three types of address listings, but the addresses can be the same. If the site is proposed (approved in Attachment A, but not yet open), enter as much information as is known and check the "This site is not currently open" check box next to the site type drop down.

The Main Contact person for the site is the person to contact at the site if the Department of Health has questions. This information will not be shared with participants.

The phone number and fax information provided for all permanent sites will be shared with WIC participants and other state agencies.

To change a certain type of address, select the blank line in the "Same as" address dropdown. This will un-hide the address lines, and you will be able to edit address.

A brief description of each site's schedule is also requested. Please include: the days of the week the site will be open, the hours of operation for each day, and the weeks/months the site is open.

Examples:

A set weekly schedule

Monday - Friday 9 AM to 5 PM, Each week, Each Month

OR

Site is open late twice a month

Monday 12 PM - 8 PM, 1st and 3rd Mondays, each month

Monday 9 AM - 5 PM, the other Mondays, Each Month

Tuesday - Thursday 9 AM to 5 PM

OR

Site is only open during the summer

Wednesday 9 AM - 5 PM, 1st Wednesday, June, July, and August

Address Type Definitions

Physical Address - The actual location of the WIC Clinic. (P.O. Boxes are not allowed)

US Mail Address - The address used when mailing through the US Postal Service. (P.O.Boxes are allowed)

Shipping Address - The address used when mailing through a private shipping company (i.e. Fed Ex, UPS) (P.O. Boxes are not allowed)

Add a Site

Site Number*

Site Name

1

Oneida County WIC Program

Site Type

Permanent

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins

Suffix _____ Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number (315) 798-5066 Extension 5

Fax (315) 738-0518 Extension _____

Site Address Information

Physical Address

Same as

Street Address	617 South St		
Floor/Room Number			
City	Utica		
State	NY	ZIP	13501

US Mail Address

Same as

Shipping Address

Same as

Site Schedule Description

- Monday, Thursday, Friday - 8:30-4:00pm
- Tuesday - 7:30am-4:00pm
- Wednesday - 8:30-7:00pm

Add a Site

Site Number*

Site Name

2

Rome

Site Type

Permanent

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins

Suffix _____ Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number (315) 356-4755 Extension _____

Fax (315) 356-4758 Extension _____

Site Address Information

Physical Address

Same as

Street Address	301 W Dominick St		
Floor/Room Number			
City	Rome		
State	NY	ZIP	13440

US Mail Address

Same as

Shipping Address

Same as

Site Schedule Description

Monday, Tuesday, Friday's - 8:30am-4:00pm
 Wednesday - 8:30am-7:00pm
 1st, 3rd, and 4th Thursday permanent site is closed all staff goes to temporary sites
 2nd Thursday office opened - 8:30am-4:00pm

Add a Site

Site Number*

Site Name

3

Camden Queen Village Bible Church

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title _____ First Name Carol Last Name Watkins

Suffix B.S. - Health Science Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____

Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	10050 Wolcott Hill Rd		
Floor/Room Number			
City	Camden		
State	NY	ZIP	13316

Site Schedule Description

1st Thursday each month 9:30-3:00

Add a Site

Site Number*

Site Name

4

Vernon

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
 Suffix _____ Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____
 Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	4343 Peterboro St		
Floor/Room Number	Holy Family Church		
City	Vernon		
State	NY	ZIP	13476

Site Schedule Description

4th Tuesday each month 9:30-Noon

Add a Site

Site Number* 5 Site Name Sauquoit

Site Type Temporary

Site Status

- Site is currently open
Site is not open
Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
Suffix Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number Extension
Fax Extension

Site Address Information

Physical Address

Table with 2 columns: Field (Street Address, Floor/Room Number, City, State) and Value (2922 Oneida St, Union Presbyterian Church, Sauquoit, NY ZIP 13456)

Site Schedule Description

4th Tuesday each month 9:30-3:00pm

Add a Site

Site Number*

Site Name

6

Boonville United

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title

Mrs.

First Name

Carol

Last Name

Watkins

Suffix

Title

WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number

Extension

Fax

Extension

Site Address Information

Physical Address

Street Address

105 Ann St

Floor/Room Number

City

Boonville

State

NY

ZIP

13309

Site Schedule Description

2nd Tuesday each month 9:30-3:00pm

Add a Site

Site Number*

Site Name

7

Village of Waterville Community Room

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins

Suffix _____ Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____

Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	122 Barton Ave		
Floor/Room Number	Village of Waterville Community Room		
City	Waterville		
State	NY	ZIP	13480

Site Schedule Description

1st Tuesday each month 9:30am-3:00pm

Add a Site

Site Number*

Site Name

8

Mohawk Valley Community College MVCC

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
 Suffix _____ Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____

Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	1101 Sherman Dr Rm 116		
Floor/Room Number	Alumni Building		
City	Utica		
State	NY	ZIP	13501

Site Schedule Description

2nd Thursday each month 9:30am-300pm

Add a Site

Site Number*

Site Name

9

Holland Patent

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins

Suffix _____ Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number _____ Extension _____

Fax _____ Extension _____

Site Address Information

Physical Address

Street Address	7835 Church St		
Floor/Room Number	Presbyterian Church		
City	Holland Patent		
State	NY	ZIP	13354

Site Schedule Description

4th Thursday each month 9:30am-3:00pm

Add a Site

Site Number*

Site Name

15

Oriskany - Cornell Cooperative Extension

Site Type

Temporary

Site Status

- Site is currently open
- Site is not open
- Site has been closed

Main Contact Person for this Site

Courtesy Title Mrs. First Name Carol Last Name Watkins
 Suffix _____ Title WIC Program Coordinator

Main Contact Numbers for this Site

Permanent Site numbers will be shared with participants and state agencies.

Phone Number (315) 736-3394 Extension _____

Fax (315) 223-2580 Extension _____

Site Address Information

Physical Address

Street Address	121 Second St		
Floor/Room Number			
City	Oriskany		
State	NY	ZIP	13424

Site Schedule Description

3rd Thursday each month - 9:30-Noon

Attachment G
(Revised and updated to include
Standard WICSIS Equipment Codes)

WICSIS Hardware Replacement Cost List *
FFY 2014

<u>ITEM</u>	<u>WICSIS Equipment Code</u>	<u>Cost</u>
Permanent Site File and Print Server	PERMF&P	\$2,300
Permanent Site PC	USERPC1	\$500
Permanent Site LAN Switch	LANSW1	\$1,000
Permanent Site Check Printer	CPRT1	\$970
Permanent Site LAN Printer	LPRT1	\$650
Temporary Site Check Printer	CPRT2	\$420
Temporary Site Printer Case		\$320
Temporary Site Laptop Serve	TSSERV1	\$760
Temporary Site Laptop	USERLT1	\$635
Signature Capture Table	SIG1	\$100
Router	RTR1	\$1,300
Firewall/VPN		\$1,700
Temp Site Wireless Router		\$1,280

*The prices listed are provided solely for the purpose of estimating replacement and installation costs for these items. Actual costs may vary from those listed.

TABLE I – REPORTING SCHEDULE

1	Monthly	45 days from the end of the report month
2	Monthly	45 days from the end of the report month
3	Monthly	45 days from the end of the report month
4	10/1/2013 - 9/30/2014	November 1, 2013
5	Quarterly	December 1, 2013
6	10/1/2013 - 9/30/2014	November 15, 2013
7	Contractor Fiscal Year	Nine months from the end of the Fiscal Year

ATTACHMENT K
ESTIMATED COLA DISBURSEMENTS TO CONTRACT COSTS

The enacted New York State 2013-14 budget currently identifies that Cost of Living Adjustment (COLA) funding is available to be distributed to WIC local agencies. It is estimated that the amount of funding to be allocated will be approximately 8% of the initial cash value of the FFY13 contract. COLA funding should be available within the first six months of the FFY14 contract period.

ESTIMATED COLA FUNDING: \$94,070

This form can be completed by WIC local agencies to designate where COLA funding will be utilized to fund unbudgeted costs identified in the FFY14 budget worksheets.

ITEM	JUSTIFIED AMOUNT	BUDGETED AMOUNT	UNBUDGETED AMOUNT	COLA AMOUNT ALLOCATED
PROGRAM SUPPORT				
C.P.A.				
FRINGE BENEFITS				
SPACE				
OTHER THAN PERSONAL SERVICE				
BREAST PUMPS				
ENHANCED PEER COUNSELING				
NON-DIRECT STAFF				
NON-DIRECT FRINGE BENEFITS				
INDIRECT COSTS	\$129,792	\$0	\$129,792	\$94,070
TOTAL	\$129,792	\$0	\$129,792	\$94,070

Agency ID 219

Contract Name Oneida County Health Department

Contract Number C025776

FFY 2014 Budget Justification

Category	FTEs	Justified Amount	Budgeted Amount	Regional Adjustment	Final Contract
Program Support	6.00	\$212,175.00	\$192,594.00	\$0.00	\$192,594.00
Competent Professional Authority	10.70	\$463,564.00	\$417,198.00	\$0.00	\$417,198.00
Total Direct FTEs and Salary	16.70	\$675,739.00	\$609,792.00	\$0.00	\$609,792.00
Direct Staff Fringe Benefits		\$334,795.00	\$334,795.00	\$0.00	\$334,795.00
Subtotal Direct Personal Service and Fringe Benefits (a)		\$1,010,534.00	\$944,587.00	\$0.00	\$944,587.00
Other Than Personal Service					
Space		\$56,636.00	\$56,036.00	\$0.00	\$56,036.00
Other Non-Personal Service		\$176,616.00	\$132,794.00	\$0.00	\$132,794.00
Subtotal Other Than Personal Service (b)		\$233,252.00	\$188,830.00	\$0.00	\$188,830.00
Total Direct Personal and Non-Personal Costs (a+b)		\$1,243,786.00	\$1,133,417.00	\$0.00	\$1,133,417.00
Breast Pumps and Collection Kits		\$0.00	\$0.00	\$0.00	\$0.00
Enhanced Peer Counseling Grant	0.59	\$54,129.00	\$35,947.00	\$0.00	\$35,947.00
Total Direct Costs		\$1,297,915.00	\$1,169,364.00	\$0.00	\$1,169,364.00
Non-Direct Staff	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Direct Fringe Benefits		\$0.00	\$0.00	\$0.00	\$0.00
Total Non-Direct Staff and Fringe		\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs		\$129,792.00	\$0.00	\$0.00	\$0.00
Total Non-Direct and Indirect (c)*		\$129,792.00	\$0.00	\$0.00	\$0.00
Subtotal Allowable Reimbursement		\$1,427,707.00	\$1,169,364.00	\$0.00	\$1,169,364.00
Unallocated		\$124,064.00	\$124,064.00	\$0.00	\$124,064.00
Total Contract		\$1,551,771.00	\$1,293,428.00	\$0.00	\$1,293,428.00

*Total Non-Direct and Indirect cannot exceed 10% of the Total Direct Costs.

Additional Budget Notes

Program Support

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Budget FTE	Is WIC Coordinator
<input checked="" type="checkbox"/>	Office Specialist II			10/01/13	35.00	35.00	35.00	1.00	\$19,581.00	\$19,581	\$0.00	\$0.00	\$0.00	0.00	<input type="checkbox"/>
<input type="checkbox"/>	Data Processing Clerk	Garnett	Austin	10/01/13	35.00	35.00	35.00	1.00	\$23,741.00	\$23,741	\$23,741.00	\$0.00	\$23,741.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Clerk	Patricia	Alm	10/01/13	35.00	35.00	35.00	1.00	\$34,380.00	\$34,380	\$34,380.00	\$0.00	\$34,380.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Principal Account Clerk	Victoria	Ruble	10/01/13	35.00	35.00	35.00	1.00	\$45,115.00	\$45,115	\$45,115.00	\$0.00	\$45,115.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Office Specialist I	Philippa	Palek	10/01/13	35.00	35.00	35.00	1.00	\$34,380.00	\$34,380	\$34,380.00	\$0.00	\$34,380.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Senior Clerk	Betty	Ryan	10/01/13	35.00	35.00	35.00	1.00	\$34,669.00	\$34,669	\$34,669.00	\$0.00	\$34,669.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Clerk	Joe	Carlo	10/01/13	35.00	35.00	35.00	1.00	\$20,309.00	\$20,309	\$20,309.00	\$0.00	\$20,309.00	1.00	<input type="checkbox"/>

Total Budgeted Program Support Costs		\$192,594.00
Total Regional Adjustments		\$0.00
Total Final Budgeted Program Support Costs	6.00	\$192,594.00
Total Unbudgeted Program Support Costs	1.00	\$19,581.00

Non-Direct Staff

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Budget FTE
<input type="checkbox"/>				10/01/10						\$0		\$0.00	\$0.00	0.00

Total Budgeted Non-Direct Staff Costs										\$0.00				
Total Regional Adjustments										\$0.00				
Total Final Budgeted Non-Direct Staff Costs								0.00		\$0.00				
Total Unbudgeted Non-Direct Staff Costs								0.00		\$0.00				

Competent Professional Authority

Vacant	Title	First Name	Last Name	Effective Date	Work Week Hours	Hours Worked	WIC Hours	FTE	Annualized Salary	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Budget FTE	Is WIC Coordinator
<input type="checkbox"/>	Nutritionist - CPA3	Maureen	Bruce	10/01/09	35.00	35.00	35.00	1.00	\$51,215.00	\$51,215	\$35,850.00	\$0.00	\$35,850.00	0.70	<input type="checkbox"/>
<input type="checkbox"/>	Nutritionist - CPA 3	Mallory	Green	10/01/09	35.00	35.00	35.00	1.00	\$25,496.00	\$25,496	\$25,496.00	\$0.00	\$25,496.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutritionist - CPA3	Emmie	Comstock	10/01/09	35.00	35.00	35.00	1.00	\$30,927.00	\$30,927	\$30,927.00	\$0.00	\$30,927.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutritionist - CPA3	Cindy	Jones	10/01/09	35.00	35.00	35.00	1.00	\$28,514.00	\$28,514	\$28,514.00	\$0.00	\$28,514.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutritionist - CPA3	Lisa	Senk	10/01/09	35.00	35.00	35.00	1.00	\$48,821.00	\$48,821	\$48,821.00	\$0.00	\$48,821.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA2	Francesca	Zumbo	10/01/09	35.00	35.00	35.00	1.00	\$25,495.00	\$25,495	\$25,495.00	\$0.00	\$25,495.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA1	Marcus	Luppino	10/01/09	35.00	35.00	35.00	1.00	\$25,496.00	\$25,496	\$25,496.00	\$0.00	\$25,496.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA2	Barbara	Paquette	10/01/09	35.00	35.00	35.00	1.00	\$44,615.00	\$44,615	\$44,615.00	\$0.00	\$44,615.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA1	Stephanie	Newman	10/01/09	35.00	35.00	35.00	1.00	\$45,968.00	\$45,968	\$45,968.00	\$0.00	\$45,968.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Nutrition Technician - CPA2	Amy	Reynolds	10/01/09	35.00	35.00	35.00	1.00	\$48,104.00	\$48,104	\$48,104.00	\$0.00	\$48,104.00	1.00	<input type="checkbox"/>
<input type="checkbox"/>	Registered Nurse - CPA3	Jean	Meyers	10/01/09	35.00	35.00	35.00	1.00	\$57,912.00	\$57,912	\$57,912.00	\$0.00	\$57,912.00	1.00	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Register Nurse			10/01/09	35.00	35.00	35.00	1.00	\$31,001.00	\$31,001	\$0.00	\$0.00	\$0.00	0.00	<input type="checkbox"/>

Total Budgeted Competent Professional Authority Costs																\$417,198.00	
Total Regional Adjustments																	\$0.00
Total Final Budgeted Competent Professional Authority Costs								10.70									\$417,198.00
Total Unbudgeted Competent Professional Authority Costs								1.30									\$46,366.00

Fringe

Total Justified Direct Salaries: \$675,739.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Health Insurance	All except employees listed below	\$559,210.00	30.15	\$168,602.00	\$168,602.00	\$0.00	\$168,602.00
Unemployment Insurance	All	\$609,792.00	0.25	\$1,524.00	\$1,524.00	\$0.00	\$1,524.00
Health Insurance	in lieu health ins payment	\$64,924.00	0.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
Federal Insurance Contributions Act (F.I.C.A)	All	\$609,792.00	7.65	\$46,650.00	\$46,650.00	\$0.00	\$46,650.00
Workers' Compensation	All	\$609,792.00	2.20	\$13,416.00	\$13,416.00	\$0.00	\$13,416.00
Pension/Retirement	All	\$591,050.00	13.80	\$81,565.00	\$81,565.00	\$0.00	\$81,565.00
Retirees Health Insurance	retirees	\$0.00	0.00	\$21,538.00	\$21,538.00	\$0.00	\$21,538.00
Total Justified Direct Fringe Costs							\$334,795.00
Total Budgeted Direct Fringe Costs							\$334,795.00
Total Regional Adjustments							\$0.00
Total Final Budgeted Direct Fringe Costs							\$334,795.00
Unbudgeted Direct Fringe Costs							\$0.00

Non-Direct Fringe

Total Justified Non-Direct Salaries: \$0.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Total Justified Non-Direct Fringe Costs						\$0.00	\$0.00
Total Budgeted Non-Direct Fringe Costs							\$0.00
Total Regional Adjustments							\$0.00
Total Final Budgeted Non-Direct Fringe Costs							\$0.00
Unbudgeted Direct Non-Fringe Costs							\$0.00

Space

Site Number	Site Name	Site Type	Site is Open	Estimated Target Caseload	Justified Cost	Budgeted Cost	Regional Adjustment	Final Amount
3	Queen Village Bible Church, Camden	Temporary	Y	150	\$0.00	\$0.00	\$0.00	\$0.00
4	Holy Family Church, Vernon	Temporary	Y	20	\$0.00	\$0.00	\$0.00	\$0.00
5	Living Faith Bible Church, Sauquoit	Temporary	Y	60	\$0.00	\$0.00	\$0.00	\$0.00
6	Boonville United Church	Temporary	Y	150	\$0.00	\$0.00	\$0.00	\$0.00
7	Village of Waterville Community Room	Temporary	Y	100	\$0.00	\$0.00	\$0.00	\$0.00
8	Mohawk Valley Community College	Temporary	Y	100	\$0.00	\$0.00	\$0.00	\$0.00
9	Holland Patent Presbyterian Church	Temporary	Y	80	\$600.00	\$0.00	\$0.00	\$0.00
1	Oneida County WIC	Permanent	Y	3,500	\$41,200.00	\$41,200.00	\$0.00	\$41,200.00
15	Cornell Cooperative Extension - Oneida	Temporary	Y	40	\$0.00	\$0.00	\$0.00	\$0.00
2	Rome	Permanent	Y	1,800	\$14,836.00	\$14,836.00	\$0.00	\$14,836.00
Total Justified Space Costs					\$56,636.00			
Total Budgeted Space Costs					\$56,036.00			
Total Regional Adjustment					\$0.00			
Total Final Budgeted Space Costs					\$56,036.00			
Total Unbudgeted Space Costs					\$600.00			

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
3	Queen Village Bible Church, Camden	Temporary	150	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site _____

What is the square footage of this site? 1,000

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____
 Floor/Room Number _____
 City _____
 State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	<input checked="" type="checkbox"/> 1,000	<input checked="" type="checkbox"/> 100.00	\$0.00	\$0.00	\$0.00	\$0.00

Justification for Shared Use Adjustment _____

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
<i>Fixed</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Janitor</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Utilities</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Repair</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Renovation</i>		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
4	Holy Family Church, Vernon	Temporary	20	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site _____
 What is the square footage of this site? 1,000
 How many Program Support Staff work at this site (the average number of people in a day)? 3
 How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2
 What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____
 Floor/Room Number _____
 City _____
 State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WTC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	<input checked="" type="checkbox"/> 1,000	<input checked="" type="checkbox"/> 100.00	\$0.00	\$0.00	\$0.00	\$0.00

Justification for Shared Use Adjustment _____

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
5	Living Faith Bible Church, Sauquoit	Temporary	60	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site _____

What is the square footage of this site? 700 _____

How many Program Support Staff work at this site (the average number of people in a day)? 3 _____

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2 _____

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09 _____

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____

Floor/Room Number _____

City _____

State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	700	100.00	\$0.00	\$0.00	\$0.00	\$0.00

Justification for Shared Use Adjustment _____

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
6	Boonville United Church	Temporary	150	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site

What is the square footage of this site? 800

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 10/1/09

Additional Comments about this site

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box
 Floor/Room Number
 City
 State NY ZIP

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	800	X 100.00	\$0.00	\$0.00	\$0.00	\$0.00
Justification for Shared Use Adjustment						

Justification for Shared Use Adjustment

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
7	Village of Waterville Community Room	Temporary	100	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site _____

What is the square footage of this site? 700

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____
 Floor/Room Number _____
 City _____
 State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WTC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$0.00	700	100.00	\$0.00	\$0.00	\$0.00	\$0.00

Justification for Shared Use Adjustment _____

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
<i>Fixed</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Janitor</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Utilities</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Repair</i>		\$0.00	\$0.00	\$0.00	\$0.00	
<i>Renovation</i>		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
8	Mohawk Valley Community College	Temporary	100	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site _____

What is the square footage of this site? 2,500

How many Program Support Staff work at this site (the average number of people in a day)? 4

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 10/1/09

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____

Floor/Room Number _____

City _____

State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot \$0.00 **X** Space Size (sq. ft.) 2,500 **X** Percent Space Used by WIC 100.00 **=** Total Rate per Foot Cost \$0.00 **-** Shared Use Adjustment \$0.00 **=** Justified Amount \$0.00 **=** Budgeted Amount \$0.00

Justification for Shared Use Adjustment _____

Cost Name	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
<i>Fixed</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Janitor</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Utilities</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Repair</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Renovation</i>	\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals	\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
9	Holland Patent Presbyterian Church	Temporary	80	\$600.00	\$0.00	\$0.00	\$0.00

What kind of space is this site _____

What is the square footage of this site? 600

How many Program Support Staff work at this site (the average number of people in a day)? 3

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 10/1/09

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____

Floor/Room Number _____

City _____

State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount	Final Amount
\$0.00	600	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Justification for Shared Use Adjustment _____

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed	\$50.00 per month for room use	\$600.00	\$0.00	\$0.00	\$0.00	This is only charged based on avail. funds
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$600.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
1	Oneida County WIC	Permanent	3,500	\$41,200.00	\$41,200.00	\$0.00	\$41,200.00

What kind of space is this site _____
 What is the square footage of this site? 2,808
 How many Program Support Staff work at this site (the average number of people in a day)? 4
 How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 8
 What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 10/1/09

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____
 Floor/Room Number _____
 City _____
 State NY ZIP _____

Shipping Address Same as Mailing Address

Street Address _____
 Floor/Room Number _____
 City _____
 State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot	\$0.00	<input checked="" type="checkbox"/>	Space Size (sq. ft.)	2,808	<input checked="" type="checkbox"/>	Percent Space Used by WIC	100.00	<input checked="" type="checkbox"/>	Total Rate per Foot Cost	\$0.00
Shared Use Adjustment	\$0.00									\$0.00
Justified Amount	\$0.00									\$0.00
Budgeted Amount	\$0.00									\$0.00
Final Amount	\$0.00									\$0.00

Justification for Shared Use Adjustment _____

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed	Fixed rent	\$40,950.00	\$40,950.00	\$0.00	\$40,950.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other	Security System annual charge	\$250.00	\$250.00	\$0.00	\$250.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$41,200.00	\$41,200.00	\$0.00	\$41,200.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
15	Cornell Cooperative Extension - Oneida	Temporary	40	\$0.00	\$0.00	\$0.00	\$0.00

What kind of space is this site _____

What is the square footage of this site? 325 _____

How many Program Support Staff work at this site (the average number of people in a day)? 1 _____

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 2 _____

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open 10/1/10 _____

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____
 Floor/Room Number _____
 City _____
 State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount	Regional Adjustment	Budgeted Amount	Final Amount
\$0.00	325	X	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Justification for Shared Use Adjustment _____

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other		\$0.00	\$0.00	\$0.00	\$0.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$0.00	\$0.00	\$0.00	\$0.00	

Site Number	Site Name	Site Type	Estimated Target	Justified Cost	Budget Amount	Regional Adjustment	Final Amount
2	Rome	Permanent	1,800	\$14,836.00	\$14,836.00	\$0.00	\$14,836.00

What kind of space is this site _____

What is the square footage of this site? 1,025

How many Program Support Staff work at this site (the average number of people in a day)? 2

How many Competent Professional Authority Staff work at this site? (the average number of people in a day)? 3

What is the first day of this fiscal year the site was opened? Please provide an estimated date for any site not currently open) 6/3/11

Additional Comments about this site _____

Mailing Address (for temporary sites, please provide the actual location address of the site.)

Street Address/PO Box _____
 Floor/Room Number _____
 City _____
 State NY ZIP _____

Shipping Address Same as Mailing Address

Street Address _____
 Floor/Room Number _____
 City _____
 State NY ZIP _____

Rate Per Foot Calculation

Cost per Square Foot	Space Size (sq. ft.)	Percent Space Used by WIC	Total Rate per Foot Cost	Shared Use Adjustment	Justified Amount	Budgeted Amount
\$14.23	1,025	100.00	\$14,586.00	\$0.00	\$14,586.00	\$14,586.00

Justification for Shared Use Adjustment _____

Cost Name	Justification	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Fixed		\$0.00	\$0.00	\$0.00	\$0.00	
Janitor		\$0.00	\$0.00	\$0.00	\$0.00	
Utilities		\$0.00	\$0.00	\$0.00	\$0.00	
Other	Security System - Annual Charge	\$250.00	\$250.00	\$0.00	\$250.00	
Repair		\$0.00	\$0.00	\$0.00	\$0.00	
Renovation		\$0.00	\$0.00	\$0.00	\$0.00	
Space Cost Totals		\$14,836.00	\$14,836.00	\$0.00	\$14,836.00	

Other Non-Personal Services (ONPS) Summary Page

Category	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Program Operations	\$25,051.00	\$13,811.00	\$0.00	\$13,811.00
Travel	\$11,300.00	\$3,000.00	\$0.00	\$3,000.00
Equipment	\$500.00	\$0.00	\$0.00	\$0.00
Audit	\$0.00	\$0.00	\$0.00	\$0.00
ONPS Other	\$139,765.00	\$115,983.00	\$0.00	\$115,983.00
Total Justified ONPS Costs	\$176,616.00			
Total Budgeted ONPS Costs	\$132,794.00			
Total Regional Adjustments	\$0.00			
Total Final ONPS Costs	\$132,794.00			
Total Unbudgeted ONPS Costs	\$43,822.00			

Program Operations

Description	Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Office Supplies	pens, paper, envelopes, cost for annual shredding of old records	\$3,000.00	\$750.00	\$0.00	\$750.00	only bare necessity cost for bulletin boards, desk organizers and others to enhance office communication with participants will not be possible.
Medical Supplies	gloves, lancets, band-aids, disinfectant, hand sanitizer, sharps containers	\$4,500.00	\$1,500.00	\$0.00	\$1,500.00	will need to use back inventory to cover most of 2014 lack of funds to buy an entire years worth of medical supplies.
Education Materials	Handouts for group education	\$3,000.00	\$250.00	\$0.00	\$250.00	optional to enhance education efforts will be kept to bare minimum.
Printing	for required mailings for return address/service on envelopes	\$1,000.00	\$500.00	\$0.00	\$500.00	had to eliminate printing of NYS DOH WIC Coloring Book and Kit goes to the Dentist when supplies are depleted they will not be re-ordered due to lack of funding
Equipment Leases	2 - copiers	\$1,051.00	\$1,051.00	\$0.00	\$1,051.00	
Telecommunications	Details on next sheet	\$6,000.00	\$5,760.00	\$0.00	\$5,760.00	
Postage	\$500 per month x 12 months	\$6,500.00	\$4,000.00	\$0.00	\$4,000.00	Only required mailings will be completed. No mailings to improve communication with participants will be possible.
Total Justified Program Operations Costs		\$25,051.00				
Total Budgeted Program Operations Costs		\$13,811.00				
Total Regional Adjustments		\$0.00				
Total Final Budgeted Program Operations Costs		\$13,811.00				
Total Unbudgeted Program Operations Costs						

Program Operations - Telecommunications Detail

Expense Name	Monthly Cost	Number of Lines Allocated to Program	Number Of Months	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Office phones and fax machines	\$40.00	7	12	\$3,360.00	\$3,360.00	\$0.00	\$3,360.00	
Cell Phone	\$20.00	3	12	\$720.00	\$480.00	\$0.00	\$480.00	The account clerk cell phone will need to be turned off due to lack of funding. Direct access to our on site account clerk will no longer be available. The other two lines are required to check Medicaid status from temporary sites.
POTS Line	\$30.00	2	12	\$720.00	\$720.00	\$0.00	\$720.00	
Internet Service	\$100.00	1	12	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00	Required by sponsoring agency to access purchasing functions, to email for communication with the state and submitting required state documents electronically.
Total Telecommunications Cost				\$6,000.00	\$5,760.00	\$0.00	\$5,760.00	

Travel

Local Travel

Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Necessary expenses to maintain WIC vehicles repairs \$500, Gas and oil \$1500	\$5,300.00	\$2,000.00	\$0.00	\$2,000.00	Reduced Budgeted amount due to less travel to temporary sites and will not be traveling to as many trainings.

Non - Local Travel

Description/Location	Total # Positions/Titles	Anticipated Date(s) of Travel	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
NYS DOH monthly meetings, staff development trainings, WIC Association Conference, New Staff Training	11 CPA's, 6 Clerks		\$6,000.00	\$1,000.00	\$0.00	\$1,000.00	Due to lack of funding will not be able to send staff to any non mandatory trainings.
Total Justified Travel Costs			\$11,300.00				
Total Budgeted Travel Costs			\$3,000.00				
Total Regional Adjustment			\$0.00				
Total Final Budgeted Travel Costs			\$3,000.00				
Total Unbudgeted Travel Costs						\$8,300.00	

Equipment

Item Description	Quantity Requested	Replacement	Use at Site #s	Purpose/Explanation of Need for Item	Unit Cost	Justified Amount (Unit Cost * Quantity)	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Office Chairs/Furniture	2	<input checked="" type="checkbox"/>	1 and 2	Cost to replace chairs due to normal wear and tear from daily use	\$250.00	\$500.00	\$0.00	\$0.00	\$0.00	Will need to look for replacement in County storage for broken office furniture. No funds to purchase
Total Justified Equipment Costs						\$500.00				
Total Budgeted Equipment Costs						\$0.00				
Total Regional Adjustments						\$0.00				
Total Final Budgeted Equipment Costs						\$0.00				
Total Unbudgeted Equipment Costs						\$500.00				

Audit

Audit Costs		
Time Period of Audit for Which Funding is Requested (Agency Fiscal Year, not necessarily the WIC Local Agency contract year):		Start Date: End Date:
Estimated Date the Audit Will be Submitted to the State* (The audit is due to both Clearinghouses either nine (9) months after the end of the sponsoring agency's fiscal year OR within 30 days of the audit completion date, whichever comes first.)		
Methodology to Calculate the Amount Requested:		
A.) Total Cost of Audit (Total cost for entity-wide financial AND A-133 Single Audit)		
B.) Total Sponsoring Agency Expenditures for Period Audited (Total entity expenditures per Statement of Activities or Expenses in financial report for ALL programs including WIC and redeemed WIC Food Checks)		
C.) Total WIC Local Agency Contract Expenditures for Period Audited (Includes all WIC Contract dollars expended during the audit period PLUS all redeemed WIC Food Checks, Breast Pumps, and FMNP)		
D.) Percent of WIC Contract Expenditures to Agency Total Expenditures (C / B) (To 2 decimal places)		0.00 %
E.) Maximum Allowable WIC Program Share of Audit Cost (A x D)		\$0.00
Total Budgeted Audit Cost		
Regional Adjustment		\$0.00
Total Final Budgeted Audit Cost		\$0.00
Total Unbudgeted Audit Cost		\$0.00

Other Non-Personal Services (ONPS) Other

Item Description	Purpose/Explanation of Need for Item	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Mami Interpreter Services	Multicultural Association of Medical Interpreters provides trained interpreters for speakers of limited English	\$8,000.00	\$4,500.00	\$0.00	\$4,500.00	Provides a interpreter one full day a month for Burmese/Karen at Utica Main Site. Also use as needed to provide over the phone and other interpreter services.
Russian Interpreter Services	Large Russian ESL participants at the Mohawk Valley Temporary site.	\$720.00	\$720.00	\$0.00	\$720.00	Contract employee of OCHD to provide Russian interpreter services at the Mohawk Valley site monthly 4 hours x \$15/hr
Professional Liability Insurance	Required by sponsoring agency	\$14,460.00	\$14,178.00	\$0.00	\$14,178.00	Based on 2013 charges. Not fully funded - lack of funds. Amount slightly fluctuates each year.
Insurance- Computer Coverage	Necessary coverage for WIC/SIS equipment	\$1,300.00	\$1,300.00	\$0.00	\$1,300.00	Required by NYSDOH
WIC Coordination Contract	Contract with CCE to provide coordination of program	\$95,035.00	\$95,035.00	\$0.00	\$95,035.00	
WIC Association	Dues for WIC Association	\$250.00	\$0.00	\$0.00	\$0.00	
Public Health Detailing	Contract for Public Health Detailing efforts	\$20,000.00	\$250.00	\$0.00	\$250.00	It will be difficult to meet public health detailing requirements with program funding level.
Total Justified ONPS Other Costs		\$139,765.00				
Total Budgeted ONPS Other Costs		\$115,983.00				
Total Regional Adjustments		\$0.00				
Total Final Budgeted ONPS Other Costs		\$115,983.00				
Total Unbudgeted ONPS Other Costs		\$23,782.00				

Indirect Costs

Supported Indirect Rate (%)	Total Allowable Costs*	Justified Amount	Budgeted Amount	Regional Adjustment	Final Amount	Unbudgeted Amount
10.00	\$1,297,915.00	\$129,792.00	\$0.00	\$0.00	\$0.00	\$129,792.00

*Total Allowable Costs include all Budget lines except Non-Direct and Non-Direct Fringe. If your approved Indirect Cost Calculation Methodology excludes additional budget categories, please adjust the Total Allowable Costs accordingly.

Breast Pump Costs

Breast Pump Brand & Model	Rental	Monthly Cost	Cost Per Year	Number of Pumps	Total Pump Cost	Shipping	Justified Cost	Budgeted Cost	Regional Adjustment	Final Amount
	<input type="checkbox"/>				\$0.00		\$0.00		\$0.00	\$0.00
Total Breast Pump Costs										
							\$0	\$0	\$0	\$0.00
Collection Kit Brand and Model			Cost Per Year	Number of Kits	Total Kit Cost	Shipping	Justified Cost	Budgeted Cost	Regional Adjustment	Final Amount
					\$0.00		\$0.00		\$0.00	\$0.00
Total Collection Kit Costs										
							\$0	\$0	\$0	\$0.00
Total Breast Pump & Collection Kits Costs										
							\$0	\$0	\$0	\$0.00

Enhanced Peer Counseling (EPC) Summary Page

Category	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
EPC Administrative Staff	\$34,985.00	\$22,739.00	\$0.00	\$22,739.00
EPC Administrative Staff Fringe	\$8,308.00	\$8,308.00	\$0.00	\$8,308.00
EPC Travel	\$1,300.00	\$600.00	\$0.00	\$600.00
EPC Equipment	\$300.00	\$300.00	\$0.00	\$300.00
Peer Counselors	\$8,736.00	\$3,800.00	\$0.00	\$3,800.00
EPC Other	\$500.00	\$200.00	\$0.00	\$200.00
Total Justified EPC Costs	\$54,129.00			
Total Budgeted EPC Costs	\$35,947.00			
Total Regional Adjustments	\$0.00			
Total Final Budgeted EPC Costs	\$35,947.00			
Total Unbudgeted ONPS Costs	\$18,182.00			

Fringe

Total Justified Direct Salaries: \$675,739.00

Component Name	Positions to which Component Applies / Calculation Methodology	Total Salaries	Rate (%)	Justified Amount	Budget Amount	Regional Adjustment	Final Amount
Health Insurance	Breastfeeding Coordinator	\$15,365.00	30.15	\$4,633.00	\$4,633.00	\$0.00	\$4,633.00
Unemployment Insurance	BF Coordinator	\$15,365.00	0.25	\$39.00	\$39.00	\$0.00	\$39.00
Federal Insurance Contributions Act (F.I.C.A)	BF Coordinator	\$15,365.00	7.65	\$1,176.00	\$1,176.00	\$0.00	\$1,176.00
Workers' Compensation	BF Coordinator	\$15,365.00	2.20	\$339.00	\$339.00	\$0.00	\$339.00
Pension/Retirement	BF Coordinator	\$15,365.00	13.80	\$2,121.00	\$2,121.00	\$0.00	\$2,121.00
Total Justified Direct Fringe Costs							\$8,308.00
Total Budgeted Direct Fringe Costs							\$8,308.00
Total Regional Adjustments							\$0.00
Total Final Budgeted Direct Fringe Costs							\$8,308.00

Unbudgeted Direct Fringe Costs

\$0.00

Enhanced Peer Counseling Travel

Local Travel

Justification	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Reimbursement for mileage for PC's to attend local coalitions, meetings and BF cafe	\$300.00	\$300.00	\$0.00	\$300.00	

Non - Local Travel

Description/Location	Total # Positions/Titles	Anticipated Date(s) of Travel	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Travel to meetings and trainings	1 EPC Coordinator 1 peer counselor Coordinator , 5 peer counselors		\$1,000.00	\$300.00	\$0.00	\$300.00	attend as required by NYSDOH
Total Justified Travel Costs			\$1,300.00				
Total Budgeted Travel Costs			\$600.00				
Total Regional Adjustment			\$0.00				
Total Final Budgeted Travel Costs			\$600.00				
Total Unbudgeted Travel Costs			\$700.00				

Enhanced Peer Counseling Equipment

Item Description	Quantity Requested	Replacement	Use at Site #s	Purpose/Explanation of Need for Item	Unit Cost	Justified Amount (Unit Cost * Quantity)	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
Cell Phones/Minutes	1	<input type="checkbox"/>	all	County cell phones for EPC's to use in between face to face counseling at sites.	\$300.00	\$300.00	\$300.00	\$0.00	\$300.00	One for each EPC staff person. The Breastfeeding Coordinators cell will be turned off
Total Justified Equipment Costs						\$300.00				
Total Budgeted Equipment Costs						\$300.00				
Total Regional Adjustments						\$0.00				
Total Final Budgeted Equipment Costs						\$300.00				
Total Unbudgeted Equipment Costs										

Enhanced Peer Counseling Peer Counselors

Vacant	First Name	Last Name	Hours Per Week	Weeks Per Year	Hourly Rate	Yearly Fringe Costs	Justified Yearly Cost	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
<input type="checkbox"/>	Amber	McCann	7.00	52	\$12.00	\$0.00	\$4,368.00	\$0.00	\$0.00	\$0.00	
<input type="checkbox"/>	Caren	Libbettele	7.00	52	\$12.00	\$0.00	\$4,368.00	\$3,800.00	\$.00	\$3,800.00	
Total Justified Peer Counselor Costs							\$8,736.00				
Total Budgeted Peer Counselor Costs							\$3,800.00				
Total Regional Adjustments							\$0.00				
Total Final Budgeted Peer Counselor Costs							\$3,800.00				
Total Unbudgeted Peer Counselor Costs							\$4,936.00				

Enhanced Peer Counseling Other Costs

Item Description	Purpose/Explanation of Need for Item	Justified Amount	Budget Amount	Regional Adjustment	Final Amount	Additional Budget Line Comments
EPC Supplies		\$500.00	\$200.00	\$0.00	\$200.00	
Total Justified EPC Other Costs		\$500.00				
Total Budgeted EPC Other Costs		\$200.00				
Total Regional Adjustments		\$0.00				
Total Final Budgeted EPC Other Costs		\$200.00				
Total Unbudgeted EPC Other Costs		\$300.00				

ATTACHMENT L
NEW YORK STATE VENDOR PREQUALIFICATION

Implementation of **Vendor Prequalification for Not-for-Profits**

On June 10, 2013, New York State began implementation of a new requirement for Grant-Based Contracts, which includes the FFY14 WIC Contract Renewal. All not-for-profit vendors entering into contract agreements with New York State are now required to be prequalified by the NYS Grants Gateway. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website https://grantsgateway.ny.gov/IntelliGrants_NYSSGG/pdf/nysgg/granteepackage.pdf

- Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Vendors will be asked to submit commonly requested documents, and answer frequently asked questions once.
 - o The application requests organizational information about the vendor's *capacity, legal compliance, and integrity.*
 - o Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault.
 - o Once registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information.
 - o Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period.

- Beginning **July 2013**, all not-for-profit vendors will be required to prequalify prior to execution of contracts, **including contract renewals**. If a not-for-profit vendor is not prequalified as required, the Department will not be allowed to sign and process the WIC contract renewal.

To obtain additional information regarding the Grants Gateway, please visit the Grants Reform website (<http://grantsreform.ny.gov/>).

**Information on this initiative will be updated periodically on <http://www.GrantsReform.ny.gov>.*

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

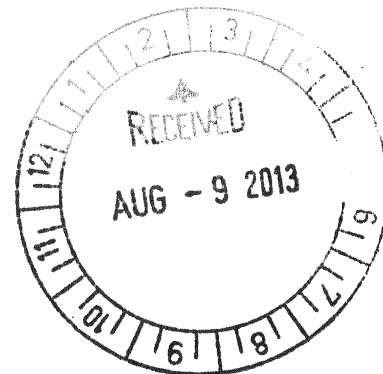
PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

FN 20 13-277
HEALTH & HUMAN SERVICES

WAYS & MEANS



May 30, 2013

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

Dear Mr. Picente:

C027494 Early Intervention Program

Attached are five (5) copies of an Amendment between Oneida County through its Health Department and the New York State Department of Health – Early Intervention Program.

The mission of the statewide Early Intervention Program is to identify and evaluate as early as possible those infants and toddlers whose healthy development are compromised and provide appropriate intervention to improve child and family development. Local governments have responsibility for administering the Early Intervention Program, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the Early Intervention Program, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department.

This amendment is for the period of October 1, 2012 through September 30, 2013 in the amount of \$114,608. This will result in new amended contract of \$261,541 from October 1, 2011 through September 30, 2013. This Amendment is 100% funded by the New York State Department of Health and is a program mandated by Public Health Law.

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

Sincerely,

Handwritten signature of Patrice A. Bogan in cursive.

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

attachments
ry

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

Handwritten signature of Anthony J. Picente, Jr. over a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 8/9/13

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

(C027494)

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Early Intervention
ESP Corning Tower, Room 287
Albany, New York 12237

SUMMARY STATEMENT: The mission of the statewide Early Intervention Program is to identify and evaluate as early as possible those infants and toddlers whose healthy development are compromised and provide appropriate intervention to improve child and family development. Local governments have responsibility for administering the Early Intervention Program, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the Early Intervention Program, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department.

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

TOTAL FUNDING REQUESTED: This amendment is for the period of October 1, 2012 through September 30, 2013 in the amount of \$114,608. This will result in new amended contract of \$261,541 from October 1, 2011 through September 30, 2013. This amendment is 100% funded by the New York State Department of Health and is a program mandated by Public Health Law.

NEW RENEWAL X AMENDMENT APPLICATION

FUNDING SOURCE: 100% State Funded

Expense Account: A4059

Revenue Account: A4451

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Department of Health Bureau of Early Intervention ESP Corning Tower, Room 287 Albany, New York 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450257</p> <p>CONTRACT NUMBER: C027494</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Early Intervention Administration</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>84.181</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health 185 Genesee Street Utica, New York 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County of 800 Park Avenue Utica, New York 13501</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:300100000000.00 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p>
<p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>Exemption Status/Code: EPTL#3&7A#15</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C027494

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 10/01/2011 To: 09/30/2016</p> <p>CURRENT CONTRACT PERIOD: From: 10/01/2012 To: 09/30/2013</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 114,608</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

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

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Attachment A: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions |
| | <input checked="" type="checkbox"/> A-2 Federally Funded Grants |
| <input checked="" type="checkbox"/> Attachment B: | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget |
| | <input type="checkbox"/> B-2 Performance Based Budget |
| | <input type="checkbox"/> B-3 Capital Budget |
| | <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) |
| | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) |
| | <input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
|
 | |
| <input checked="" type="checkbox"/> Attachment C: Work Plan | |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule | |
| <input checked="" type="checkbox"/> Other: Project Specific Reporting Requirements | |

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

CONTRACTOR:

Oneida County of

By: _____

Anthony J. Di cente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C027494

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

Contract Number: # C027494

Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

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

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

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

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

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

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

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

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

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

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

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

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

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

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE (*quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

Bureau of Early Intervention
ESP Corning Tower, Room 287
Albany, NY 12237
Attn: Administrative Services Unit

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

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

of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Cori Lewis
Title: Health Program Administrator
Address: Bureau of Early Intervention
ESP Corning Tower, Room 287
Albany, NY 12237
Telephone Number: 518-473-7016
Facsimile Number: 518-486-1090
E-Mail Address: beifiscal@health.state.ny.us

Oneida County Department of Health

Name: *Patrice A. Bogan, MS, FNP*
Title: *Interim Director of Health*
Address: *185 Genesee St., Utica, NY 13501*
Telephone Number: *315-798-5633*
Facsimile Number: *315-266-6138*
E-Mail Address: *pbogan@ocgov.net*

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

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

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

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

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

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

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

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

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

officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
 - (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

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

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

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

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

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

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

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

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (iv) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- (vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- (viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (ix) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. Administrative Rules and Audits:

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

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

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

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

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

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

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

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

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

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

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

- a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
- c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

Part B. Program Specific Federal Clauses

Attachment A-2 Part B intentionally omitted.

Contractor: Oneida County Department of Health

Contract No: C-027494

ATTACHMENT B-1

TABLE A

**EARLY INTERVENTION ADMINISTRATION
EXPENDITURE BASED BUDGET
SUMMARY SHEET**

October 1, 2012 - September 30, 2013

	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Personal Services				
Sub-Total Personal Services	\$ 372,637.00	\$ 112,852.00	\$ 259,785.00	Inkind / DSS Admin.
Non personal Services				
Sub-Total Nonpersonal Services	\$ 42,057.00	\$ 1,756.00	\$ 40,301.00	Inkind / DSS Admin.
GRAND TOTAL:	\$ 414,694.00	\$ 114,608.00	\$ 300,086.00	

Note: Federal funds are being used to support this contract. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 84.181.

ATTACHMENT B-1
 TABLE A-1
 EARLY INTERVENTION ADMINISTRATION
 EXPENDITURE BASED BUDGET
 October 1, 2012 - September 30, 2013

PERSONAL SERVICES	(2)	(3)	(4)	(5)	(6)	(7)	(8)
List the title of ALL personnel working on this grant, even if no funding is being requested from NYS:	Annual Salary	# of Months Funded	% FTE Annual (please show in decimal form (e.g. .25)	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Interim Director of Health	\$81,479	12	0.04	\$3,259	\$0	\$3,259	Inkind/DSS Admin. \$3,259/\$0
Early Intervention Director	\$69,831	12	1.00	\$69,831	\$0	\$69,831	\$31,424/\$38,407
Fiscal Services Administrator	\$84,745	12	0.10	\$8,475	\$0	\$8,475	\$8,475/\$0
Program Manager	\$43,342	12	1.00	\$43,342	\$0	\$43,342	\$19,504/\$23,838
Public Health Nurse	\$56,719	12	0.80	\$45,375	\$28,359	\$17,016	\$7,657/\$9,359
Principal Account Clerk	\$40,337	12	1.00	\$40,337	\$8,067	\$32,270	\$14,521/\$17,749
Data Processing Clerk	\$41,317	12	1.00	\$41,317	\$41,317	\$0	
Office Specialist II	\$19,086	3	1.00	\$4,772	\$0	\$4,772	\$2,147/\$2,624
Subtotal Salaries				\$256,708	\$77,743	\$178,965	\$86,987/\$91,977
Fringe Benefit Rate @ 45.16%				\$115,929	\$35,109	\$80,820	\$39,283/\$41,537
Total Personal Services			5.94	\$372,637	\$112,852	\$259,785	\$126,270/\$133,514

ATTACHMENT B-1
 TABLE A-2
 EARLY INTERVENTION ADMINISTRATION
 EXPENDITURE BASED BUDGET
 October 1, 2012 - September 30, 2013

NONPERSONAL SERVICES	(2)	[(2) - (3)]			(5)
		(3)	(4)	(5)	
List ALL expenses related to this grant, even if no funding is requested from NYS:	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds	
Clerical Contract	\$14,157	\$1,756	\$12,401	Inkind / DSS Admin. \$5,580 / \$6,821	
Interpreting Services	\$5,000	\$0	\$5,000	\$2,250 / \$2,750	
Office Supplies	\$3,000	\$0	\$3,000	\$1,350 / \$1,650	
Rent/Lease of Copier	\$2,220	\$0	\$2,220	\$999 / \$1,221	
Telephone	\$3,732	\$0	\$3,732	\$1,679 / \$2,053	
Cellular Telephone	\$2,985	\$0	\$2,985	\$1,343 / \$1,642	
Meter Postage	\$3,673	\$0	\$3,673	\$1,653 / \$2,020	
Travel	\$6,750	\$0	\$6,750	\$3,037 / \$3,713	
Printing	\$340	\$0	\$340	\$153 / \$187	
Meeting Expense - LEIC	\$200	\$0	\$200	\$90 / \$110	
Total Nonpersonal Services	\$42,057	\$1,756	\$40,301	\$18,134 / \$22,167	
Total Personal Services	\$372,637	\$112,852	\$259,785	\$126,270 / \$133,514	
GRAND TOTAL (total expenses from Tables A-1 and A-2)	\$414,694	\$114,608	\$300,086	\$144,404 / \$155,681	

ATTACHMENT C

EARLY INTERVENTION ADMINISTRATION WORK PLAN

October 1, 2012 - September 30, 2013

The mission of the statewide Early Intervention Program (EIP) is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development.

Local governments have responsibility for administering the EIP, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department:

Work Plan Responsibilities of Municipalities for 2012-2013:

Public Awareness and Child Find

Municipalities will ensure that primary referral sources are aware of their responsibilities; that required provisions related to initial service coordination are implemented; and that procedures to complete evaluations, determine eligibility, and report eligibility determinations are implemented according to all regulatory requirements.

To accomplish this, municipalities will:

- Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP and have a process in place for immediate referral of children suspected of having a developmental delay to the Early Intervention Official/Designee (EIO/D) if public health officers are designated to receive referrals.
- Disseminate public awareness materials and materials related to the EIP and Child Health Plus (including standardized referral forms to be used by primary referral sources, e.g., hospitals, pediatricians, day care providers, etc.) and promote local awareness of the EIP.
- Educate health care providers and primary referral sources about the importance of developmental screening, the availability of the EIP, and the requirement to refer children under the age of three years suspected of or at-risk for developmental disability to the EIO in the municipality that the child resides.

- Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act and address referral and screening requirements for children under three years of age who are subjects of substantiated cases of abuse and neglect.
- Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.
- Promote a local process to engage children in the primary health care system, including:
 - coordinating efforts to locate and recover at-risk children who have been disengaged from the primary health care system and reengage those children in primary care where they will receive periodic developmental surveillance and screening;
 - establishing linkages to other county health/community programs that currently have the responsibility to track at-risk children, and ensure that these children are followed and receive periodic developmental surveillance through those programs; and,
 - conducting follow-up activities with infants who have been referred by a hospital or have failed the initial newborn hearing screening and have not had a second screening.
- Ensure that any direct developmental screening conducted by the municipality is only conducted as a last resort, is not duplicative, and is provided only to children who have been identified as outside the primary health care system who cannot be reengaged in that system successfully. Because children who are suspected of having a developmental delay or disability are entitled to a multidisciplinary evaluation, municipalities cannot “prescreen” or “rescreen” them (e.g., complete a developmental screening such as the ASQ or other type of screening) to determine whether an evaluation should be completed or what type should be administered.
- Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing *The Early Intervention Program: A Parent’s Guide* to parents by mail or other suitable means within seven business days, and communicating in the family’s dominant language unless it is clearly not feasible to do so.
- Ensure that the municipality appropriately designates in writing an initial service coordinator (SC) (State-approved service providers) for each referred child, and that the initial SC performs required activities, including:
 - arranging a contact with the parent within five business days of receipt of referral from the EIO/D in a time, place and manner reasonably convenient for the parent;
 - assisting the parent in identifying and applying for Medicaid or other public benefit programs (such as Child Health Plus or SSI) for which the family may be eligible;
 - informing parents of potentially eligible children of their rights under the EIP;
 - collecting information necessary to establish third-party coverage for eligible children, including Medicaid, Child Health Plus, and commercial insurance;
 - assisting parents in gaining access to a multidisciplinary evaluation for their child for the purpose of determining eligibility according to regulatory requirements, including providing parents with all options for evaluation and objectively reviewing with parents evaluation options to allow them to make an informed choice regarding the evaluator’s specialties,

- availability, and location: and
 - *in consultation with the evaluator and with parent consent, notify regional offices of the Office of People with Developmental Disabilities (OPWDD) if a child is found to be potentially eligible for services under that agency.
- Ensure that the parent and municipality receive the evaluation report in a timely manner prior to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.
- Ensure that only eligible children receive IFSP services.

*Effective January 1, 2013

Family-Centered Services

Municipalities will ensure that the development and implementation of the IFSP is timely, meets all regulatory requirements, and that parents are involved in the planning and evaluation of service delivery.

To accomplish this, municipalities will:

- Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend.
- Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.
- Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews. IFSP reviews can be conducted by an in-person meeting or other means agreed to by the parent that may include a telephone or video conference call or record review and written correspondence.
- Ensure that initial IFSPs are completed in a timely manner so that IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that the development of IFSPs meet all regulatory requirements for every eligible child, including that IFSPs are held within the required time frames and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that services agreed upon between the parent and EIO/D are clearly stated, in writing, in IFSPs authorized by the municipality.
- Ensure that due process rights of mediation, impartial hearing, and system complaints are provided to the parent whenever there is a dispute regarding services.
The municipality is responsible for:
 - notifying the community dispute resolution center of the parent /guardian request:

- being an active participant in the resolution of a dispute, including being available for attendance during mediations and impartial hearings; and,
- cooperating with the system complaint process including the development of an acceptable corrective action plan which ensures continued compliance with statute and regulation.
- Ensure that parents understand that they may accept or decline any early intervention service without jeopardizing other early intervention services.
- Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and state law and regulation.
- Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.

Service Delivery and Natural Environments

Municipalities will be responsible to ensure that services are individualized and delivered in accordance with the IFSP in environments appropriate to the unique needs of the child, and in a timely fashion.

To accomplish this, municipalities will:

- Ensure that all models of early intervention service delivery (home/community-based individual/collateral visits, office/facility-based individual/collateral visits, parent-child groups, group developmental interventions, family/caregiver support groups) are continuously available.
- Ensure that ongoing service coordination services are provided and that ongoing service coordinators appropriately monitor services and implement IFSPs so that services specified in IFSPs begin within 30 days of the effective date of the IFSP period and are provided continuously for the entire period that the IFSP is in effect.
- Ensure that all services use an individualized approach for both children and their families, including consideration and respect for cultural, ethnic, and other individual and family characteristics and lifestyles.
- Ensure that services are provided in home and community based settings to the maximum extent appropriate for the needs of the eligible child and, if services are not provided in natural environments, an explanation is provided in the IFSP. Natural environments include settings that are natural or normal for the child's age peers who do not have disabilities, including the home, a relative's home when child care is provided by the relative, a child care setting, or other community settings in which children without disabilities participate.
- Ensure that procedures are in place to change a service provider, including amending the IFSP, and to provide appropriate notification to the parent and other providers delivering IFSP

services.

Effective April 1, 2013, service coordinators will be responsible to ensure that services identified in the IFSP, including any amendments, are delivered within 30 days of the projected date of initiation of services as specified in the IFSP.

Delivery of Transportation and Respite Services

Municipalities will be responsible to ensure that respite and transportation services are individualized and that these services are delivered in accordance with the IFSP and delivered in a timely fashion.

To accomplish this, municipalities will:

- Ensure that procedures are in place to ensure that respite services are available and that an established criterion to authorize respite services is in place when needed by the family.
- Ensure that procedures are in place to ensure that transportation services are available when needed by the family,

Transition

Municipalities will ensure that a transition plan is created for all children, with the family, and is included in the child's record/IFSP; that transition steps occur within the required timelines; that gaps in services do not occur for children who are potentially eligible for services under section 4410 of the Education Law; and that referrals to other appropriate early childhood programs are made.

To accomplish this, municipalities will:

- For every child exiting the EIP:
 - Ensure that a timely transition plan is developed according to regulatory requirements.
 - Ensure that, with parent consent, the transition plan is incorporated into the IFSP.
 - Ensure that, when requested by the parent, only children determined to be eligible for services under Section 4410 of the Education Law prior to their third birthday are eligible to receive early intervention services specified in an IFSP beyond their third birthday.
 - Ensure that municipal and contracted service coordinators review information concerning the transition procedures with the parent and obtain parent consent for the transfer of pertinent early intervention records.
- Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program including:
 - notifying the school district of the child's potential eligibility for services under Section 4410 at least 120 days before the child is first eligible for these services unless the parent objects to the notification;
 - assisting the parent in sending a written consent referral to the child's school district requesting the school district to evaluate the child to determine if (s)he needs special education services;
 - at the parent's option and with parent consent, arranging for and participating in a

transition conference for children potentially eligible for preschool services at least 90 days before the child is first eligible for services or the date of first eligibility if that date is prior to the child's third birthday, whichever is first. The chair of the school district's Committee on Preschool Special Education (CPSE) must be invited;

- ensuring that transition procedures are reviewed with parents either at the transition conference or, if no conference occurs, at another time at least 90 days before the child is first eligible for services or on the date of first eligibility if that date is prior to the child's third birthday, whichever is first. This review should include parents' rights and responsibilities regarding the EIP and preschool system requirements;
 - with parent consent, establishing a transition plan and incorporating the plan into the IFSP, including the date the child will transition to 4410 services;
 - with parent consent, ensuring that pertinent records are transferred to the CPSE; and,
 - notifying and inviting the local social service commissioner/designee to participate in transition planning for children in care.
- Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the CPSE and that parents are assisted to access such services
 - Ensure that children determined not eligible by the CPSE are discharged from the EIP by their third birthday.

Effective April 1, 2013, service coordinators will be responsible for transition plans, services and steps as described in NYS Public Health Law, EI regulations, policies and procedures.

Administration

Municipalities will strive to continuously improve the administration of the EIP in an effort to enhance the quality of services.

To accomplish this, municipalities will:

- Comply with all federal and state laws and regulations regarding submission of data.
- Ensure that proper procedures exist to resolve disputes or complaints and parents are made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.

Ensure that proper procedures exist to maximize third-party reimbursement for services by ensuring that children's social security numbers, Medicaid enrollment status, identification numbers, and/or information of any other insurance or health benefits plan is obtained upon initial referral or as early as possible, and maintained in a confidential manner.

- Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.

- Report immediately to the Department violation(s) of any known statute or regulation.
- **Develop and implement activities to oversee and improve the delivery of services to eligible children, including:
 - **maintaining contracts with and ensuring that services are delivered only by state-approved, qualified evaluators, service coordinators and service providers, including direct employees and provider subcontractors, in a manner that is consistent with state law, regulations, and Department guidance;
 - **establishing and maintaining a sufficient number of contracts with state-approved evaluators, service coordinators, and service providers to ensure adequate capacity so that all services and service delivery options are available and accessible to eligible children and their families;
 - **using the Department's model municipal contract or similar contract with state-approved providers to ensure provider awareness and compliance with state law, regulations, and Department guidance;
 - **ensuring that new contracts and changes in provider contract status are immediately reported to the Department, including terminations in whole or in part, and suspensions of enrollment of children and/or service delivery privileges by the municipality;
 - **monitoring contracts of providers of early intervention services and reporting results to the Department, including immediate notification of problems with qualifications of providers, physical plant or other serious health and safety findings, including failure to report suspected child abuse or maltreatment, or failure to complete State Central Register clearances, as appropriate;
 - **ensuring that all contracted providers receive Department-issued early intervention guidance documents, policy letters, and clarification letters; and
 - **ensuring that all contracted agency providers provide their staff access to Department-issued early intervention guidance documents, policy letters, and clarification letters.

**Effective October 1, 2012 – April 1, 2013

- Develop and implement activities to oversee and improve the administration of the program, including:
 - ensuring that Local Early Intervention Coordinating Councils (LEICCs) meet EIP regulatory requirements regarding public notice, composition, activities, and reporting;
 - including the LEICC in assessing local service delivery capacity and identifying gaps in available qualified personnel and unmet service needs;
 - developing mechanisms to support parents of young children with a developmental delay to participate in collaborative planning and policy development efforts with the municipality and state;
 - ensuring that the municipality maintains early intervention records consistent with the early intervention records guidance document issued by the Department;
 - ensuring that municipal policies are consistent with federal provision of Part C of the IDEA

- and by CFR Part 303 and state law and regulation;
 - using the EIP computerized data system provided by the Department to enter valid data into all required data fields in a timely fashion;
 - identifying and reporting to the Department eligible foster or homeless children through the data system (KIDS/NYEIS);
 - routinely transmitting data, including electronic data transfers, in a method and to a location defined by the Department as detailed in "Reports - Early Intervention Administration, Appendix C, Section II";
 - providing data and other information mandated by specific legislation or otherwise required by the Department for administrative purposes; and
 - conducting ongoing data validation, including providing timely corrections when invalid data is identified by the Department.
- Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information of children and their families within the municipality and by service providers according to FERPA and EIP regulations, and applicable federal requirements.
 - Participate in monitoring and quality assurance activities, including:
 - providing data, completing surveys, and conducting other activities that provide information about local program performance needed for federal or state monitoring and quality assurance initiatives and reports;
 - providing access to documents and personnel for municipal or provider monitoring, audits, investigations, or other reviews conducted by the State or its agents;
 - participating in State monitoring reviews, as resources allow.
 - Ensure that procedures are in place in accordance with EIP regulations for children in care, including:
 - establishing agreements with local social services districts to identify children in need of a surrogate parent and ensuring prompt designation of a qualified surrogate parent; and
 - ensuring that information about children in care, including the IFSP, is transmitted to the municipality of residence.
 - Utilize the centralized management information system, New York Early Intervention System (NYEIS), in the manner prescribed by the Department and the Bureau of Early Intervention.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 45 days after end of quarter
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

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

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

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

- Consolidated Fiscal Report (CFR)¹

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
A	10/1/2012 - 9/30/2013 quarterly	45 days after quarter ending date
B	10/1/2012 - 9/30/2013	45 days after 9/30/2013
C	10/1/2012 - 9/30/2013	45 days after 9/30/2013
D.1	Data Complete Through 10/1/2012	11/1/2012
D.2	Data Complete Through 12/31/2012	2/1/2013
D.3	Data Complete Through 3/31/2013	5/1/2013
D.4	Data Complete Through 6/30/2013	8/1/2013
D.5	Data Complete Through 8/31/2013	10/1/2013
E	As required	Upon request
F	As required	Upon request

PROJECT SPECIFIC REPORTING REQUIREMENTS EARLY INTERVENTION ADMINISTRATION

October 1, 2012 - September 30, 2013

A. Expenditure Report

The Contractor will submit, on a quarterly basis, not later than **45** days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for each period. A copy of this report will be submitted within the specified timeframes to the county's regional office staff representative.

B. Annual Report

The contractor will submit a report, not later than **45** days after the end of each contract year, in conjunction with the Local Early Intervention Coordinating Council (LEICC), using a prescribed report format, on the status of the program within the municipality, including gaps in services and methods to address these gaps (refer to EI regulations, Section 69-4.14(a)(1)). This report will cover the period October 1 – September 30 and will address all components of the local early intervention system. This report must be submitted to the STATE'S designated payment office located in the **NYS Department of Health, Bureau of Early Intervention, Corning Tower - Room 287, Albany, NY 12237-0660, Attn: Administrative Services Unit.** A copy of this report will be submitted within the specified timeframe to the county's regional office staff representative.

C. Annual Equipment Inventory

The Contractor will submit, not later than **45** days after the end of each contract year, a perpetual annual equipment inventory report, in a format to be provided by the State, listing equipment purchased with Early Intervention Administration funds since the start of the contract term (October 1, 2012).

D. Data Reports

- Submission of Data

The Contractor will submit data to the State in a format to be provided by State DOH. Prior to submission, data entry into the Early Intervention data system is to be complete (through entry of service records) and accurate for all children who are served (with an initial IFSP) in the Early Intervention Program in accordance with the following schedule:

Data Complete through

Date Due

- | | |
|----------------|------------|
| 1. October 1 | November 1 |
| 2. December 31 | February 1 |
| 3. March 31 | May 1 |
| 4. June 30 | August 1 |
| 5. August 31 | October 1 |

E. Ad Hoc Reports

- On occasion, other reports may be required to determine contract compliance and quality of service being rendered (e.g. sample case studies, corrective action plans, quality improvement surveys). A copy of these reports will be submitted within the specified timeframe(s) to the county's regional office staff representative.
- Submission of data and completion of surveys to respond to statutorily required reports shall be required as necessary. A copy of any completed surveys will be submitted within the specified timeframe(s) to the county's regional office staff representative.

F. Local Reports

- As required by the U.S. Department of Education, during the contract period the Department will analyze Contractor's own data using methodologies defined by the U.S. Department of Education to determine Contractor's performance for eight federally-defined indicators. The Department will provide the results back to the Contractor and the Contractor will submit a report in response to each indicator. The content and format of the report will be determined by the Department. The eight federally-defined indicators are:
 1. Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive EI services on their IFSPs in a timely manner;
 2. Percent of infants and toddlers with IFSPs who receive EI services primarily in the home or in programs for typically developing children;
 3. Percent of infants and toddlers with IFSPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs;
 4. Percent of families participating in Part C who report that early intervention services have helped the family know their rights,

effectively communicate their children's needs, help their children develop and learn;

5. Percent of infants and toddlers birth to one year with IFSPs;
 6. Percent of infants and toddlers birth to three years with IFSPs;
 7. Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within 45 days;
 8. Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday, including: IFSPs with transition steps and services, notification to Local Education Agency (LEA) if child potentially eligible for Part B, and transition conference, if child potentially eligible for Part B.
- On occasion, the Department may provide the results of other State analyses of local data back to the Contractor. Upon the request of the Department, the Contractor will submit a report in response to all or some of the data analyses, in a format to be determined by the Department.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

July 17, 2013

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

FN 20 13-278

HEALTH & HUMAN SERVICES
WAYS & MEANS



Dear Mr. Picente:

Re: C-026476 Drinking Water Enhancement

Attached are five (5) copies of the Drinking Water Enhancement Program grant between Oneida County through its Health Department – Environmental Health and the New York State Department of Health – Bureau of Water Supply Protection.

The Environmental Health Division's Public Water Supply Program is responsible for the oversight of nearly 200 public and certain non-public water supplies in Oneida County. The goal of this program is to ensure that the public is protected from waterborne disease and contamination, both naturally occurring and human caused. Certain facilities regulated by NYS Agriculture and Markets are considered non-public water systems, but technical assistance is provided if problems arise or new systems are developed.

The term of this renewal will commence on April 1, 2013 through March 31, 2014 with reimbursement in the amount of \$126,782. This grant is the third of four renewals from April 1, 2010 to March 31, 2015. This grant is 100% funded by the New York State Department of Health. The reason this grant is being forwarded for signature after the commencement date is due to the late receipt of the grant for processing.

This is a program mandated by public health law.

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

Feel free to contact me should you require additional information.

Sincerely,

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

attachments
ry

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

Anthony J. Picente, Jr.
County Executive

Date 8/5/13

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

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Regional Environmental Health Director
Syracuse Regional Office
217 South Salina Street, Third Floor
Syracuse, New York 13202

VENDOR CONTACT PERSON: John Strepelis, P.E., M.E.

SUMMARY STATEMENT: The Environmental Health Division's public water supply program is responsible for the oversight of nearly 200 public and certain non-public water supplies in Oneida County. The goal of this program is to ensure that the public is protected from waterborne disease and contamination, both naturally occurring and human caused. Certain facilities regulated by NYS Agriculture and Markets are considered non-public water systems, but technical assistance is provided if problems arise or new systems are developed.

DATES OF OPERATION: April 1, 2013 through March 31, 2014

TOTAL: \$126,782

____NEW XRENEWAL ____AMENDMENT ____APPLICATION

FUNDING SOURCE: 100% state funded

DEPARTMENT STAFF COMMENTS: Drinking Water Enhancement project goals, tasks, desired outcomes and performance measurements are provided in Attachment C, Workplan Summary.

Expense Account: A4018.101

Revenue Account: A3417

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Department of Health Bureau of Water Supply Protection Corning Tower, Room 1110 Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450279</p> <p>CONTRACT NUMBER: C-026476</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Drinking Water Enhancement Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County 800 Park Ave Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 3001000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p>
<p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Health Department 185 Genesee Street, 4th Floor Utica, NY 13501</p>	<p>Exemption Status/Code: EPTL #3</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C-026476

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2010 To: 03/31/2015</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 04/01/2013 To: 03/31/2014</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 126,782</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State</p> <p><input type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
---	--

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|---|--|
| <p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p> | <p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> |
|---|--|

Contract Number: # C-026476

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

CONTRACTOR:

Oneida County of

By: _____

Anthony J. Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

NYS Department of Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:

- (i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

N. Vendor Responsibility:

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

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

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

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

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

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

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

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

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

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

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

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

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE *quarterly* voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

Bureau of Water Supply Protection
Corning Tower, Room 1110
Empire State Plaza
Albany, NY 12237

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

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

of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Roger Sokol, Ph.D.

Title: Director, Bureau of Water Supply Protection

Address: Corning Tower, Rm 1110, Empire State Plaza. Albany NY 12237

Telephone Number: 518-402-7650

Facsimile Number: 518-402-7599

E-Mail Address: rcs06@health.state.ny.us

Oneida County of

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Drinking Water Enhancement

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY HEALTH DEPARTMENT

CONTRACT PERIOD: From: April 1, 2013

To: March 31, 2014

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$97923.10	\$0.00	0%	\$0.00	\$97923.10
b) Fringe	\$28858.90	\$0.00	0%	\$0.00	\$28858.90
	Subtotal	\$0.00		\$0.00	\$126782.00
2. Non Personal Services					
a) Contractual Services	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) Travel	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0%	\$0.00	\$0.00
	Subtotal	\$0.00		\$0.00	\$0.00
	TOTAL	\$0.00		\$0.00	\$126782.00

Contract Number: # C-02647

Page 1 of 5, Attachment B-1 – Expenditure Based Budget

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
1. PRINCIPAL PUBLIC HEALTH SANITARIAN (SC)	\$51016.00	35.00	0.80	12	\$ 40,812.80	
2. SENIOR PUBLIC HEALTH SANITARIAN (EL)	\$46354.00	35.00	0.70	12	\$32447.80	
3. PUBLIC HEALTH SANITARIAN (PD)	\$51710.00	35.00	0.30	12	\$15513.00	
4. PUBLIC HEALTH SANITARIAN (JH)	\$38001.00	35.00	0.05	12	\$1900.05	
5. SENIOR PUBLIC HEALTH SANITARIAN (JP)	\$65711.00	35.00	0.05	12	\$3285.55	
6. DIR. OF ENVIRONMENTAL HEALTH (DG)	\$79278.00	35.00	0.05	12	\$3963.90	
7.					\$0.00	
8.					\$0.00	
9.					\$0.00	
10.					\$0.00	
11.					\$0.00	
12.					\$0.00	
13.					\$0.00	
14.					\$0.00	
15.					\$0.00	
				Subtotal	\$ 97923.10	
FRINGE - TYPE/DESCRIPTION						
FRINGE (SS, WC, Unemp, HI, Retire) = actual is 49.7% (\$48667.78) - Grant to cover 29.47%					\$28858.90	
PERSONAL SERVICES TOTAL					\$126782.00	

Contract Number: # C-02647

Page 2 of 5, Attachment B-1 – Expenditure Based Budget

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1. n/a		\$0.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

TRAVEL - TYPE/DESCRIPTION		TOTAL
1. n/a		\$0.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1. n/a		\$0.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

SPACE/PROPERTY EXPENSES - RENT - TYPE/DESCRIPTION		TOTAL
1. n/a		\$0.00
2.		
3.		
SPACE/PROPERTY EXPENSES - OWN - TYPE/DESCRIPTION		TOTAL
1. n/a		\$0.00
2.		
3.		
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1. n/a		\$0.00
2.		
3.		
TOTAL		\$0.00

Contract Number: # C-02647

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1. n/a		\$0.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

OTHER - TYPE/DESCRIPTION		TOTAL
1. n/a		\$0.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: Drinking Water Enhancement
CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY HEALTH DEPARTMENT

CONTRACT PERIOD: From: April 1, 2013
To: March 31, 2014

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The following is a listing of program areas (both existing areas as well as new initiatives) which should be addressed in the work plan developed for the Drinking Water Enhancement grant. Each county health department has unique characteristics, which will require unique emphasis on the various items. Annual LHD comprehensive program assessments shall be utilized in identifying special programmatic emphases and correcting programmatic deficiencies. Please note that for each of those tasks/activities that are quantifiable, the work plan should identify not only the anticipated output but also the level of output achieved during SFY 09-10, for maintenance of effort comparison. The work plan for SFY 13-14 should be developed for the 12-month period (4/1/2013 – 3/31/2014).

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
<p>1. <u>Investigations/Enforcement/Emergency Response</u></p>		<p>a. Eliminate known public health hazards by immediate correction or other mitigation at all impacted public water supplies.</p> <p>b. Investigate water borne disease outbreaks, potentially attributable to drinking water.</p>	<p>i.</p>
<p>2. <u>General Public Water Supply Compliance Activities</u></p>		<p>a. Review Disinfection Waivers– all systems with waivers require an annual sanitary survey and review for 5-1.30(e) compliance. Where necessary waivers must be revoked and technical assistance and regulatory oversight provided in the planning, design, and installation of disinfection/treatment facilities.</p>	<p>i. <i>(List number of disinfection waived systems, all of which require an annual sanitary survey.)</i> <i>15 Water Systems with Disinfection Waivers, all of which require an annual sanitary survey.</i></p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>b. Provide oversight, technical assistance, and take appropriate enforcement actions for Part 5 requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> • Total Coliform Rule • Surface Water Treatment Rule • Stage 1 Disinfectants/Disinfection By-products Rule and Stage 2 Disinfectants/Disinfection By-products Rule • Interim Enhanced/Long Term 1 Surface Water Treatment Rule and Long Term 2 Enhanced Surface Water Treatment Rule • Radiological Rule • Arsenic Rule • Ground Water Rule 	<p>i.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>c. Track general water supply compliance (MCLs/M&R), including citing violations, enforcement against public health hazards and significant non-compliers. Assure required public notifications are performed and reported.</p>	<p>i.</p>
		<p>d. Conduct sanitary surveys, using the following priority and frequency: <i>(Provide the number of current systems and the number of sanitary surveys to be conducted in each category. Include SFY 09-10 numbers for comparison.)</i></p>	<p>i. Annual (SFY 09-10 # systems/Current # systems/# to be conducted)</p> <ul style="list-style-type: none"> • Unfiltered (Filtration Avoidance Systems) = 10 / 0 / 01 • All Systems with Disinfection Waivers = 110 / 15 / 151 • New Systems = 12 / 1 / 11 • Systems with unresolved health based violations = 13 / 1 / 11 • Systems with compliance schedules in effect = 13 / 1 / 11 <p>ii. Three Years</p> <ul style="list-style-type: none"> • Community Systems [SW / GU = 15 / 14 / 01] – [GW = 20 / 21 / 31] <p>Purchase systems with treatment = 14 / 4 / 01</p> <p>iii. Five Years</p> <ul style="list-style-type: none"> • Community Ground Water systems with effective 4-log treatment = 15 / 5 / 01 • Purchase systems without treatment = 113 / 13 / 11 • Non-Transient Systems = [SW / GU = 0 / 0 / 01] [GW = 3 / 2 / 11] • Transient Non-Community Systems = [SW / GU = 18 / 18 / 01] [GW = 61 / 61 / 11] <p>iv. Permitted Facilities with Individual Water</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
3. <u>Routine Compliance Activities</u>		e. Assure all applicable systems have updated emergency response plans in place. Review/endorse updates to VAs and ERPs. Maintain a list of systems requiring plans and their status. Assess and note progress in implementing ERP/VA recommendations and other basic security issues during sanitary surveys of applicable systems.	Systems = [12 / 9 / 71 v. Bottled/Bulk Water Facilities (If applicable) = [2 / 2 / 21 i. 2 Systems - MWWA & ROME
		f. Review Monthly Operation Reports	ii. iii. i. (Provide current number of systems required to submit MOR. Include SFY 09-10 numbers for comparison.) ~140 systems (SFY 09-10 ~126) ii. iii.
		g. Conduct special investigations, studies, or training related to the water supply program, as required/needed.	i.
		a. Assure follow-up sampling for all Total Coliform Rule, Ground Water Rule, and MCL violations or triggers conducted.	i.

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>b. Identify groundwater sources under the direct influence of surface water and take appropriate compliance and enforcement actions, using the newly developed GWUDI compliance guidance and related documents.</p> <p>c. Utilize, in full, the Safe Drinking Water Information System (SDWIS Web) as specified below: (Procurement of hardware/software to improve connectivity and performance is an eligible budgetary expense while costs for ancillary local databases are not eligible.)</p> <p>i. Add and maintain inventory data, sample points and schedules; enter all sample result data; promptly enter violation and enforcement information including return to compliance; maintain sanitary survey information including tracking of significant deficiencies; enter all site visit information; implement new rule requirements; continue use of or demonstrate readiness for use of compliance determination support functions.</p> <p>ii. Correct deficiencies noted in QA reporting; reconcile all existing data errors and address new errors at least on a weekly basis.</p>	<p>i.</p> <p>ii.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>iii. Support implementation of electronic drinking water reporting, demonstrating readiness with test water systems and system groups prior to full implementation.</p> <p>d. Assure Lead & Copper Monitoring is completed and Optimum Corrosion Control provided.</p> <p>e. Assure Annual Water Quality Reports (including SWAP summaries) are adequately completed and distributed.</p> <p>f. Review Certified Operator applicants, assure proper certification and assist in operator training, including new certification requirements.</p> <p>g. Assure systems have cross connection control plans.</p> <p>h. Assure systems practicing fluoridation are properly constructed and operated at "optimum" levels, and submit DOH-360CFLs to the Bureau of Water Supply Protection.</p>	<p>iii.</p> <p>i.</p> <p>i.</p> <p>i.</p> <p>i.</p> <p>ii.</p>
			<p>i. (List number of systems with adequate plans. Include SFY 09-10 numbers for comparison.) 10 systems have adequate plans – All community systems are to be reviewed and assistance provided (50) (SFY 09-10 = 7)</p> <p>i. (List number of systems that fluoridate. Include SFY 09-10 numbers for comparison.) 2 systems practice Fluoridation (Clinton Village and MVWA) (SFY 09-10 = 2)</p> <p>ii.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>i. Conduct Drinking Water Quality Surveillance in accordance with the Article 6 and/or the "Statewide Public Water System Supervision (PWSS) Program Cost Reduction Measures" field memo dated April 28, 2010, as appropriate. <i>(Provide number of samples to be collected and analyzed. Include SFY 09-10 numbers for comparison.)</i></p>	<p>iii.</p> <p>i. Bacteriological – Community = 62 (SFY09-10 = 112)</p> <p>ii. Bacteriological-Non-Community = 107 (SFY09-10 = 104)</p> <p>iii. Inorganic Chemicals = 9 requested through NYSDOH program (SFY09-10 = 0 – 24 samples were collected in Jan-Feb 2009 and 13 in August 2010 – outside SFY 09-10)</p> <p>iv. Organic Chemicals-VOC/SOC = 9 requested through NYSDOH program (SFY09-10 = 0 – 24 samples were collected in Jan-Feb 2009 and 13 in August 2010 – outside SFY 09-10)</p> <p>v. Organic Chemicals-DBPs = 0 (SFY09-10 = 0)</p> <p>vi. Radiological = 2 requested through NYSDOH program (SFY09-10 = 0)</p> <p>vii. Other (be specific) = Unknown – possible Nitrate or other sampling as needed. Individual Assistance depending on need, Turbidity via HACH Turbidimeter for spot checks of GWUDI systems with adequate treatment – assess effectiveness of multi-layered filtration, UV intensity as measure of turbidity</p>
		<p>j. Assist in promoting, identifying and implementing Drinking Water State Revolving Fund (DWSRF) projects.</p>	<p>i. (List number of projects on DWSRF Readiness List.) 23 Projects on Readiness List, 1 Above Funding Line, 53 on Multi-Year List</p>
		<p>k. Conduct Plan Review, including new source reviews, comment on Water Supply Applications, promote specific system improvements, and assure the review and approval of back flow prevention devices.</p>	<p>i.</p> <p>ii.</p> <p>iii.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
<p>4. <u>Staff Development</u></p>		<p>I. Provide advice regarding water quality and quantify issues and long-term solutions to these problems.</p>	<p>i. ii. iii.</p>
		<p>m. Maintain a working knowledge of Appendix 5-B and provide technical assistance to individual well owners.</p>	<p>i. ii. iii.</p>
		<p>n. Perform viability reviews, under the Capacity Development program, for any new system, existing systems, and systems applying for DWSRF assistance.</p>	<p>i. ii. iii.</p>
		<p>a. Maintain the necessary professional engineering capacity to review engineering plans and specifications.</p>	<p>i. <i>Without in-house staffing, engineering capacity will be provided with private engineering firms via contract</i> ii. iii.</p>
		<p>b. Maintain necessary technical expertise to be able to perform the requirements of this workplan including conducting sanitary surveys and operational assessments of public water systems (e.g. participation in the Basic Environmental Health Program, sanitary survey trainings and other trainings offered by the Department.)</p>	<p>i. ii. iii.</p>
		<p>c. Attend a minimum of two training sessions involving water supply issues that are scheduled or</p>	<p>i.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
<p>5. <u>Implement New Safe Drinking Water Act Programs and Regulations</u></p>		<p>announced by the Department, including special regional and Conference of Environmental Health Director meetings (by the Director of Environmental Health and/or appropriate drinking water staff).</p> <p>a. Notify water systems, implement monitoring programs and identify deficiencies that water systems may experience with new standards as they are promulgated and implemented.</p>	<p>i.</p> <p>ii.</p> <p>iii.</p>
<p>6. <u>Enhance the safety of drinking water at non-public water systems.</u></p> <p>Objective # 6 is Optional</p>		<p>a. Evaluate the sanitary quality and construction of water systems not regulated by the State Sanitary Code but providing drinking water to the public.</p> <p>b. Provide technical assistance to Individual Homeowners, Special event Operators and other facilities serving water to the public.</p> <p>c. Certain activities related to, but go beyond, the delivery of the full drinking water program, as approved (e.g. on-site wastewater treatment systems or other).)</p>	<p>i. <i>(List number and type of water systems)</i></p> <p>ii.</p> <p>iii.</p> <p>i. <i>(List number and type of activity)</i></p> <p>ii.</p> <p>iii.</p>
<p>7. <u>DWE Reporting</u></p>		<p>a. A mid-year status report of work</p>	<p>i.</p> <p>iii.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>plan activities (through 9/30/13) is due to the Regional Office by December 31, 2013.</p> <p>b. A final status report of work plan activities (through 3/31/14) is due to the Regional Office by June 30, 2014. This provision shall survive the term or termination of this contract.</p>	<p>i.</p>

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of zero percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 30 days after quarter ends
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

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

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

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

- Final Report

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

- Consolidated Fiscal Report (CFR)¹

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

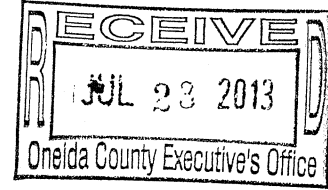
Phone: (315) 798-6400 Fax: (315) 266-6138

July 18, 2013

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

FN 20 13-279

HEALTH & HUMAN SERVICES
WAYS & MEANS



Dear Mr. Picente:

The Oneida County Health Department's (OCHD) *Public Health Emergency and Response Program* (PHERP) provides outreach and education to the community on the importance of being prepared for any disaster that may occur in Oneida County. OCHD will conduct its second Disaster Preparedness Point of Distribution (POD) Exercise inviting up to 300 families in the community to walk through various stations.

Excellus BlueCross has awarded OCHD \$4,000 for this exercise which will allow OCHD to test and enhance its capabilities to conduct PODs while providing the community with valuable information to encourage personal preparedness for disasters.

We are requesting that these funds be used to supplement the costs of the emergency preparedness kit items and other materials for this event.

We, therefore, are requesting the following supplemental appropriation for the 2013 fiscal year.

To: A4092.495 – Other Expenses..... \$ 4,000

This appropriation will be supported by revenue in A3481 – State Aid – Emergency Preparedness for \$4,000. Please request the Board to act on the above-mentioned at their earliest convenience.

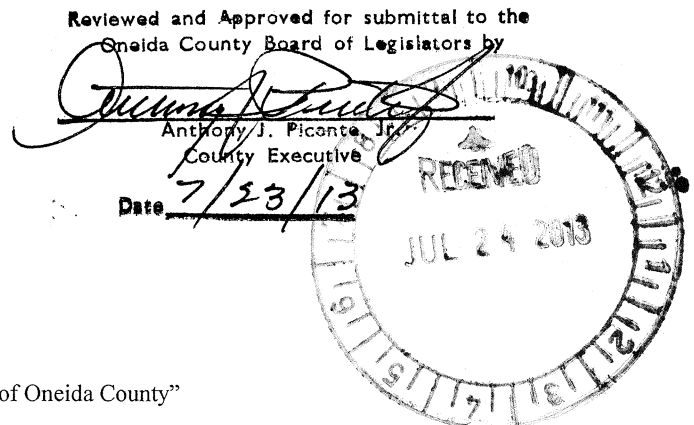
If you have any questions, please do not hesitate to contact me.

Sincerely,

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

cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator

ry

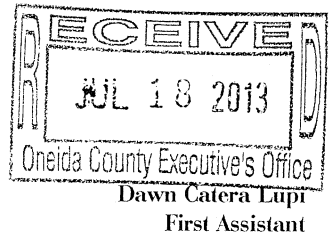


ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

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



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

FN 20 13-280
PUBLIC SAFETY

July 15, 2013

WAYS & MEANS

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

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

Anthony J. Picente, Jr.
County Executive

Date 7/18/13

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

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Encs. State Billing 2013 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

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>/ /</i>		OSC Use Only		Liability Date (MM) (DD) (YY) <i>/ /</i>	
2 Payee ID <i>156-00-0460</i>		Additional		3 Zip Code <i>13501</i>	
4 Payee Name (Limit to 30 spaces) <i>Oneida County</i>		Route		Payee Amount <i>15,602.14</i>	
Payee Name (Limit to 30 spaces) <i>District Attorney</i>		IRS Code		IRS Amount	
Address (Limit to 30 spaces) <i>235 Elizabeth Street</i>		Stat. Type		Indicator-Dept.	
Address (Limit to 30 spaces)		Indicator-Statewide		5 Ref/Inv. No. (Limit to 20 spaces) <i>A2206 State Inmates</i>	
City (Limit to 20 spaces) <i>Utica</i>		(Limit to 2 spaces) → State <i>NY</i>		Ref/Inv. Date (MM) (DD) (YY) <i>/ /</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>15,602</i>	<i>14</i>

7 State Aid Program or Applicable Statute:	TOTAL	<i>15,602</i>	<i>14</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. → <i>Joseph Angino</i> Signature of Inv. Date <i>7-10-13</i> Title <i>Comptroller</i> Name of Municipality <i>Oneida County</i>	Less Receipts		
	NET	<i>15,602</i>	<i>14</i>
	<i>100</i> % State Aid Claimed	<i>15,602</i>	<i>14</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 _____			
By _____			Audited	By _____

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

STATE BILLING 2013
SUMMARY OF CASES

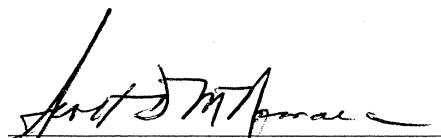
INMATE	TOTAL
Eli Benitez	299.22
Warren Braxton	376.55
Matthew Cooper	279.48
James Crossley	376.28
Carl Cummings	248.90
Michael Davis	629.46
Jessie Engles	199.59
Jesse Engles	442.39
Kemal Fletcher	354.81
Tyrell Harper	198.71
Andrew Hawkins	273.42
Eugene Herbert	149.94
David Holmes	76.12
Juan Igartua	424.90
Damin Kelly	821.30
Wernel Martinez	317.55
Dennis Nelson	7,405.23
Charles Nieves	324.42
David Ortega	181.46
Timothy Pinkney	325.15
Nema Salmon	435.27
Jeremias Santiago	684.62
William Schneider	442.51
Michael Wagner	287.38
Total	\$15,554.66

Time expended on July 5, 2013 by Susan Engesser preparing state billing for reimbursement: one hour at \$31.71 per hour = \$31.71 plus 49.74% in fringe benefits = \$47.48

Total \$47.48

Grand Total \$15,602.14

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

PROPOSED RESOLUTION

WHEREAS, certain inmates incarcerated in the Marcy Correctional Facility, Midstate Correctional Facility, Mohawk Correctional Facility and Central New York Psychiatric Center, 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 Eli Benitez, Warren Braxton, Matthew Cooper, James Crossley, Carl Cummings, Michael Davis, Jessie Engles (two), Kemal Fletcher, Tyrell Harper, Andrew Hawkins, Eugene Herbert, David Holmes, Juan Igartua, Damin Kelly, Wernel Martinez, Dennis Nelson, Charles Nieves, David Ortega, Timothy Pinkney, Nema Salmon, Jeremias Santiago, William Schneider and Michael Wagner amount to \$15,602.14, 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 EMERGENCY COMMUNICATIONS

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

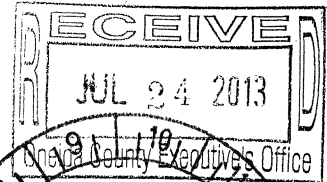
Kevin W. Revere, Director
(315) 765-2526 Fax (315) 765-2529

July 22, 2013

FN 20 13-281

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

**PUBLIC SAFETY
WAYS & MEANS**



Re: Standardization Resolution - Intrado Systems Corp.

Dear Mr. Picente:

I am submitting the attached proposed Standardization Resolution, which will assist in the purchase and installation of additional equipment to connect lighted mast and external display for the County's 911 Center, for review and approval by the Board of Legislators.

The Standardization Resolution, which is supported by the attached memorandum from the County Attorney's Office, will allow the County to contract with Intrado Systems Corp. for the purchase, installation, and support of the following equipment: twelve 16-Port Digital I/O Controllers; one HP LD4200 LCD display TFT 42-inch widescreen 1920 X 1080, HDMI, VGA monitor; and a mounting kit for said monitor. These items, because they are additions to the 911 Center's existing equipment and because of Intrado's experience and expertise with 911 dispatch systems, must be purchased through Intrado directly.

I am respectfully requesting your approval and that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Very truly yours,

Kevin Revere
Director of Emergency Services

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

Anthony J. Picente, Jr.
County Executive

Date 7/24/13

ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

INTER DEPARTMENT MEMORANDUM

TO: Mello Testa, Director of Purchasing;
Kevin Revere, Director of Emergency Services ✓

FROM: Raymond Bara, Assistant County Attorney RFB

DATE: June 18, 2013

RE: Emergency Services' Dealings with Intrado and JPJ Electronics

The Emergency Services Department has two pending transactions relating to its communications systems: one involving enhancements to the dispatch system at its headquarters in Oriskany with Intrado; the other involving to the maintenance of its radio system with JPJ Electronics. After discussions with the Director of Emergency Services and reviewing the materials related to these transactions and the applicable law, I find both of these transactions meet the threshold for sole sources and, therefore, exempt from State requirements for competitive bidding.

Intrado

Emergency Services seeks Intrado to supplement the existing dispatch phone system with the addition of a lighting structure that will allow 911 supervisors to better monitor the call volume and distribution being handled by 911 telecommunicators.

The significance of using Intrado, and not using another vendor or source, to do this installation is threefold:

First, this dispatch phone system is Intrado's system, to which Emergency Services wants to add components. The components to be added are part of Intrado's complete dispatch phone system. Emergency Services is simply attempting to complete the system with the remaining components from the original vendor. This transaction is merely the completion of the original purchase of the system, only a few years removed from the original purchase. If Emergency Services had purchased the existing components and the new components at the same time, it would be expected that Intrado would install its system in its entirety. Emergency Services is simply attempting to have Intrado install the remainder of the system, just as it installed the initial portion of it.

Second, Intrado does not want to risk the use of inferior products in its system. Intrado has submitted a letter to the Director of Emergency Services, in which Intrado states that it “cannot install this solution with parts or services coming from other sources and still maintain the strict guidelines and quality control required when working in a 911 center.” Intrado is not only supplying parts, it is also installing these parts to fit into its system. In that sense, Intrado is both providing goods and professional services, namely its expertise in installing 911-related systems. It is well settled that professional services are exempt from competitive bidding requirements. Those professional services are closely linked to the goods that are being provided along with those professional services. Part of Intrado’s expertise is in ensuring quality in their system, not simply providing goods. The particularly unique benefit to the County from Intrado’s goods and services is not its goods, but its knowledge of 911 systems in general and the County’s dispatch phone system in particular. Intrado knows what needs to be installed and how to install it to ensure that the County’s 911 center needs are met

Third, this system is for Emergency Services; if it does not operate properly, that malfunction could be a matter of life and death, literally. Intrado’s motivation for insisting on being both the source and the installer of the products involved here is the nature of the products – accepting, handling, and dispatching emergency calls to the County’s 911 center. The dispatch phone system works twenty-four hours a day, seven days a week. If the system fails, then the 911 center is unable to handle calls and people’s lives could be endangered. This equipment is vitally essential to the operation of the 911 center. The use of inferior equipment or parts that do not fit perfectly into Intrado’s system may save a few dollars in the short term, but could cost someone’s life in the long run.

JPJ Electronics

The same issue of servicing Emergency Services’ radios and related equipment by JPJ Electronics was raised in 2004. Despite changes in personnel and the County Procurement Policy since 2004, the same sole rationale applies today. I supply that rationale below so as not to change the message:

First of all, there is no question that the choice of vendor in this instance is of unique service to the public interest. Because of the lessor/lessee equipment relationship between the cities of Utica and Rome and JPJ and because we are contractually required to back-up and support the cities’ emergency services, there is no substantial equivalent of maintenance service which can access leased transmission and dispatch equipment housed at the JPJ facility.

Secondly, because the equipment leased to the cities is part of a privately owned radio network and because our equipment must be able to converse with and transmit on this privately owned system, JPJ may be said to have a monopoly on the maintenance and repair services to this equipment, which was procured by the County using the competitive bid procedures required by the General Municipal Law.

While both of the situations discussed above – Intrado and JPJ – fall under the sole source doctrine, there are issues that need to be addressed before the purchases can be approved. Those issues are Standardization Resolutions and Contracts.

Standardization Resolutions

Because each of these situations involves a sole source determination, there also must be a Standardization Resolution, passed by the Board of Legislators, allowing for the standard bidding process to be bypassed. Sole source determinations only justify an exemption from the competitive bidding process; a standardization resolution must be passed to formalize this determination and allow for a contract to be signed for these purchases.

The Department of Law can assist in the drafting of these resolutions.

Contracts

Once a Standardization Resolution for each of these situations, each of these transactions should be accomplished through a formal, written contract. These contracts may have been drafted by the vendors already. They cannot be signed until after the Standardization Resolutions are passed by the Board of Legislators.

Again, the Department of Law can assist in the drafting of these contracts, if needed.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. ____

INTRODUCED BY: Mr. _____

2ND BY: Mr. _____

**RE: APPROVAL OF A STANDARDIZATION RESOLUTION FOR THE PURCHASE
OF LIGHTED MAST AND EXTERNAL DISPLAY EQUIPMENT FROM INTRADO
SYSTEMS CORP.**

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from the Director of Emergency Services requesting approval of a standardization resolution to assist in the purchase and installation of additional equipment to connect lighted mast and external display for the County's 911 Center, and

WHEREAS, the Oneida County Department of Law has determined that Intrado Systems Corp. is the sole source for said lighted mast and external display equipment due to the experience, familiarity, and expertise that Intrado Systems Corp. has with both the existing equipment being used at the 911 Center and the broader requirements of 911 dispatch equipment, and now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes and approves acceptance of the standardization of the equipment necessary for the purchase and installation of additional equipment to connect lighted mast and external display for the County's 911 Center as specified in the July 22, 2013 letter from the Director of Emergency Services to allow the County to contract with Intrado Systems Corp. for the purchase and installation of such equipment

APPROVED: Public Safety Committee
Ways & Means Committee

DATED:

Adopted by the following v.v. vote:

AYES ____ NAYS ____ ABSENT ____



ONEIDA COUNTY EMERGENCY COMMUNICATIONS

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

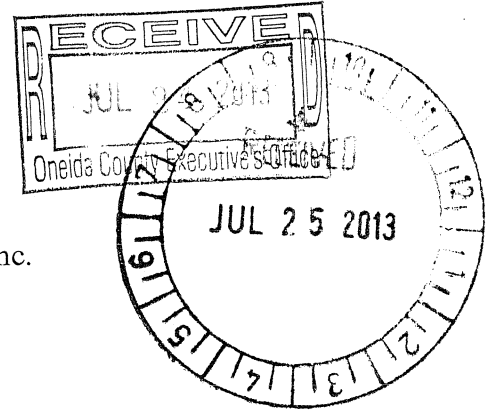
Kevin W. Revere, Director
(315) 765-2526 Fax (315) 765-2529

July 22, 2013

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

FN 20 13-282

**PUBLIC SAFETY
WAYS & MEANS**



Re: Standardization Resolution - JPJ Electronic Communications, Inc.

Dear Mr. Picente:

I am submitting the attached proposed Standardization Resolution, which will assist in the purchase of services for the maintenance of the various radio communications systems used by the County's 911 Center, for review and approval by the Board of Legislators.

The Standardization Resolution, which is supported by the attached memorandum from the County Attorney's Office, will allow the County to contract with JPJ Electronic Communications, Inc. for the purchase of equipment related to the maintenance contract for maintaining and repairing the multiple radio systems used to report and relay emergency communications throughout Oneida County. This equipment must be purchased through JPJ Electronic directly because there is exclusive contractual relationship between the cities of Rome and Utica and JPJ Electronic regarding use and access to the radio systems that serve those cities, which systems the County now rely upon to provide 911 response to the two cities and the rest of Oneida County.

I am respectfully requesting your approval and that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Very truly yours,

Kevin Revere
Director of Emergency Services

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

Anthony J. Picente, Jr.
County Executive
Date 7/24/13

ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603
www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

INTER DEPARTMENT MEMORANDUM

TO: Mello Testa, Director of Purchasing;
Kevin Revere, Director of Emergency Services ✓

FROM: Raymond Bara, Assistant County Attorney RFB

DATE: June 18, 2013

RE: Emergency Services' Dealings with Intrado and JPJ Electronics

The Emergency Services Department has two pending transactions relating to its communications systems: one involving enhancements to the dispatch system at its headquarters in Oriskany with Intrado; the other involving to the maintenance of its radio system with JPJ Electronics. After discussions with the Director of Emergency Services and reviewing the materials related to these transactions and the applicable law, I find both of these transactions meet the threshold for sole sources and, therefore, exempt from State requirements for competitive bidding.

Intrado

Emergency Services seeks Intrado to supplement the existing dispatch phone system with the addition of a lighting structure that will allow 911 supervisors to better monitor the call volume and distribution being handled by 911 telecommunicators.

The significance of using Intrado, and not using another vendor or source, to do this installation is threefold:

First, this dispatch phone system is Intrado's system, to which Emergency Services wants to add components. The components to be added are part of Intrado's complete dispatch phone system. Emergency Services is simply attempting to complete the system with the remaining components from the original vendor. This transaction is merely the completion of the original purchase of the system, only a few years removed from the original purchase. If Emergency Services had purchased the existing components and the new components at the same time, it would be expected that Intrado would install its system in its entirety. Emergency Services is simply attempting to have Intrado install the remainder of the system, just as it installed the initial portion of it.

Second, Intrado does not want to risk the use of inferior products in its system. Intrado has submitted a letter to the Director of Emergency Services, in which Intrado states that it “cannot install this solution with parts or services coming from other sources and still maintain the strict guidelines and quality control required when working in a 911 center.” Intrado is not only supplying parts, it is also installing these parts to fit into its system. In that sense, Intrado is both providing goods and professional services, namely its expertise in installing 911-related systems. It is well settled that professional services are exempt from competitive bidding requirements. Those professional services are closely linked to the goods that are being provided along with those professional services. Part of Intrado’s expertise is in ensuring quality in their system, not simply providing goods. The particularly unique benefit to the County from Intrado’s goods and services is not its goods, but its knowledge of 911 systems in general and the County’s dispatch phone system in particular. Intrado knows what needs to be installed and how to install it to ensure that the County’s 911 center needs are met

Third, this system is for Emergency Services; if it does not operate properly, that malfunction could be a matter of life and death, literally. Intrado’s motivation for insisting on being both the source and the installer of the products involved here is the nature of the products – accepting, handling, and dispatching emergency calls to the County’s 911 center. The dispatch phone system works twenty-four hours a day, seven days a week. If the system fails, then the 911 center is unable to handle calls and people’s lives could be endangered. This equipment is vitally essential to the operation of the 911 center. The use of inferior equipment or parts that do not fit perfectly into Intrado’s system may save a few dollars in the short term, but could cost someone’s life in the long run.

JPJ Electronics

The same issue of servicing Emergency Services’ radios and related equipment by JPJ Electronics was raised in 2004. Despite changes in personnel and the County Procurement Policy since 2004, the same sole rationale applies today. I supply that rationale below so as not to change the message:

First of all, there is no question that the choice of vendor in this instance is of unique service to the public interest. Because of the lessor/lessee equipment relationship between the cities of Utica and Rome and JPJ and because we are contractually required to back-up and support the cities’ emergency services, there is no substantial equivalent of maintenance service which can access leased transmission and dispatch equipment housed at the JPJ facility.

Secondly, because the equipment leased to the cities is part of a privately owned radio network and because our equipment must be able to converse with and transmit on this privately owned system, JPJ may be said to have a monopoly on the maintenance and repair services to this equipment, which was procured by the County using the competitive bid procedures required by the General Municipal Law.

While both of the situations discussed above – Intrado and JPJ – fall under the sole source doctrine, there are issues that need to be addressed before the purchases can be approved. Those issues are Standardization Resolutions and Contracts.

Standardization Resolutions

Because each of these situations involves a sole source determination, there also must be a Standardization Resolution, passed by the Board of Legislators, allowing for the standard bidding process to be bypassed. Sole source determinations only justify an exemption from the competitive bidding process; a standardization resolution must be passed to formalize this determination and allow for a contract to be signed for these purchases.

The Department of Law can assist in the drafting of these resolutions.

Contracts

Once a Standardization Resolution for each of these situations, each of these transactions should be accomplished through a formal, written contract. These contracts may have been drafted by the vendors already. They cannot be signed until after the Standardization Resolutions are passed by the Board of Legislators.

Again, the Department of Law can assist in the drafting of these contracts, if needed.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. ____

INTRODUCED BY: Mr. _____

2ND BY: Mr. _____

**RE: APPROVAL OF A STANDARDIZATION RESOLUTION FOR THE PURCHASE
OF SERVICES FOR RADIO MAINTENANCE FROM JPJ ELECTRONICS
COMMUNICATIONS, INC.**

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from the Director of Emergency Services requesting approval of a standardization resolution to assist in the purchase of services for the maintenance of the various radio communications systems used by the County's 911 Center, and

WHEREAS, the Oneida County Department of Law has determined that JPJ Electronic Communications, Inc. is the sole source for said maintenance of the various radio communications systems used by the County's 911 Center due to the experience, familiarity, and expertise that JPJ Electronic Communications, Inc. has with the existing radio communications equipment being used by the 911 Center and the broader requirements of 911 radio communications equipment, and now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes and approves acceptance of the standardization of the equipment necessary for the purchase of services for the maintenance of the various radio communications systems used by the County's 911 Center as specified in the July 22, 2013 letter from the Director of Emergency Services to allow the County to contract with JPJ Electronic Communications, Inc. for the purchase and installation of such equipment

APPROVED: Public Safety Committee
Ways & Means Committee

DATED:

Adopted by the following v.v. vote:

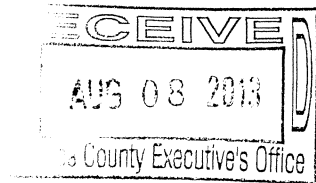
AYES ____ NAYS ____ ABSENT ____



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol



August 5, 2013

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

FN 20 13-283

PUBLIC SAFETY

WAYS & MEANS

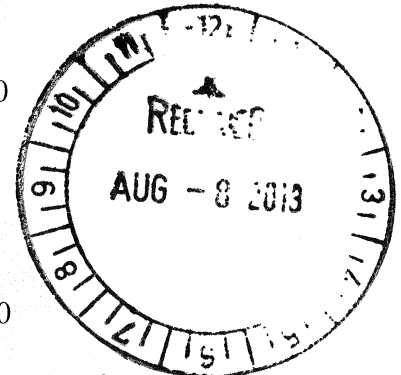
Dear County Executive Picente:

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

To:	<u>Amount</u>
A3110.1965 Fingerprint Processing	\$30,000.00

This supplemental appropriation will be fully supported by revenue account:

A2376 Fingerprint Processing Fees	<u>Amount</u>
	\$30,000.00



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

Sincerely,

Robert M. Maciol,
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Cc: Tom Keeler, Budget Director

Date 8/8/13

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

July 8, 2013

FN 20 13-284



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

**PUBLIC SAFETY
WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Oneida-Herkimer-Madison BOCES. This contract will pay for (2) Deputies currently used as School Resource Officers at the BOCES Campus in New Hartford. Both School Resource Officer positions are already incorporated and funded in the 2013 budget.

At this time, the Sheriff's Office requests that this contract be used as a boiler plate contract for all of our School Resource Officer Contracts. We currently have Westmoreland, New York Mills, New Hartford, and Holland Patent in the process of being finalized with the Districts.

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

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 7/12/13

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

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

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

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

Oneida County Department/Office: Sheriff's Office

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office
Providing Service to: Oneida Herkimer Madison BOCES

Title of Activity or Service: School Resource Officers (2)

Proposed Dates of Operation: September 1, 2013 – June 30, 2016

Client Population/Number to be Served: Oneida Herkimer Madison BOCES

Summary Statements

1) Narrative Description of Proposed Services: Two School Resources officers to be used at the New Hartford Campus of Oneida Herkimer Madison BOCES

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

3) Program Design and Staffing: September 1, 2013 – June 30, 2016 School Years; two School Resource Officers to be utilized at the New Hartford Campus of Oneida Herkimer Madison BOCES

Total Funding Requested: None

Account #: A2735 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department/Office Staff Comments:

Oneida Herkimer Madison BOCES will reimburse the Sheriff's Office for the cost of the two Resource Officers. 2013-2014 \$132,000; 2014-2015 \$136,000; 2015-2016 \$140,000

This is a good program and the district is pleased with the presence of the Officers.

We are requesting that this Agreement be used as a boiler plate contract for all School Resource Officer Agreements.

**AGREEMENT
BETWEEN
THE ONEIDA COUNTY SHERIFF'S OFFICE
AND
ONEIDA HERKIMER MADISON BOARD OF COOPERATIVE
EDUCATION SERVICES (BOCES)**

THIS AGREEMENT, made and entered into, by and between the Oneida County Sheriff, a public officer duly elected under the laws of the State of New York, 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "Sheriff", the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as "County" and Oneida-Herkimer-Madison Board of Cooperative Educational Services (BOCES), hereinafter referred to as "District".

WITNESSETH

WHEREAS, the District wishes to secure the services of a two School Resource Officers, hereinafter referred to as SROs, for the 2013-2016 school years, to serve as law enforcement officers, role models, and as a resource to students and families at the BOCES facilities and related BOCES programs, and

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

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

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District
2. To increase the physical presence of the SROs within the District facilities,
3. To decrease the number of incidences involving outside police intervention at the District facilities,
4. To increase a sense of safety and order within the school setting, and
5. To provide counseling and advice to troubled students and staff within the District.

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

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

1. The Sheriff agrees to assign two Uniformed Officers as SROs in the Special Education Center, Alternative Education Center and Career and Technical Education Center Buildings according to a schedule

established by mutual Agreement between the Sheriff and the District. The SROs will wear the uniforms issued by Oneida County Sheriff's Office including sidearm in an authorized holster when appropriate.

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

- r. Report directly to the Principal or his/her designee.
 - s. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety.
4. The Sheriff further agrees as follows:
- a. To provide SROs who:
 - i. Possesses a minimum of 40 hours of specialized SRO training.
 - ii. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - iii. Demonstrate:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business and community settings;
 - Ability to related to youth, especially the “at risk” and “special needs” populations;
 - Working knowledge of social services providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - A genuine interest in at-risk youth;
 - Meet all education and experience requirements set forth by Oneida County and New York State.
 - b. Ensure the SROs spends an average of 35 hours per week, per officer, on-site at the district facilities located at the Special Education Center, Alternative Education Center or Career & Technical Education Center between September and June when school is in session.
 - c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
 - d. Submit quarterly vouchers to the District for services rendered.
 - e. Cooperate with the District to implement the SRO program with the least possible disruption to the educational process.
5. The District’s responsibilities under this program are as follows:
- a. Implement the SRO program in accordance with guidelines established herein by the parties.
 - b. Designate an employee as the School Representative through which day to day business contact will be conducted with SROs.
 - c. Provide the SROs with full access to school facilities, personnel and students.
 - d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SROs on campus.

- e. Provide time and appropriate space for the SROs to conduct approved staff, student and parent training.
 - f. Provide space for the SROs to store instructional materials and perform necessary tasks directly related to the SRO program.
 - g. Evaluate the program and administer annual assessment of partnership/program.
 - h. Make recommendations and program adjustments as appropriate.
6. The Sheriff, the County and the District agree to comply with the regulations set forth in the Family Education Rights to Privacy Act (FERPA).
 7. Any amendments to this Agreement require the written consent of all parties.
 8. The Agreement will be effective beginning on September 3, 2013 and expire on June 30, 2016, without notice.
 9. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan in concert with the Sheriff to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.
 10. If circumstances arise that the Sheriff feels warrant termination of this Agreement on his part, he must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the Sheriff reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
 11. The District agrees to pay the Sheriff the sum of \$132,000 (\$66,000 per SRO) for thirty five hours per week per officer for the 2013-2014 school year; \$136,000 (\$68,000 per SRO) for thirty-five hours per week per officer for the 2014-2015 school year; and \$140,000 (\$70,000 per SRO) for thirty five hours per week per officer for the 2015-2016 school year. Said amounts represent 100% of the replacement costs to the Sheriff. The payment would cover the normal work day and week (Monday – Friday, 7 hours per day, 35 hours per week while school is in session). Any investigations, arrests, interviews, or other matters that require additional time at the District facilities over and above the agreed upon seven (7) hours per day per officer will be provided to the District at no additional charge by the Sheriff or the County. Incidental costs to include pager, vehicle, uniforms and ongoing training costs shall be covered by the Sheriff. Any time spent by the SRO that is not related to the interest of the District will not be reimbursed. Any expenses or financial obligations made by an SRO without the prior approval of the District will become the responsibility of the Sheriff. Any time spent at the BOCES facility over and above the contractually agreed upon hours per week will not be billed to the District unless prior approval for this expenditure is granted by an authorized agent of the District.

The rate of pay and fringe is paid at the currently negotiated employee contract for the Sheriff and the County and may change upon any future signed employee contract upon the District's receipt of statement of applicable salary and fringe changes. The District agrees to pay the Sheriff on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, name and any attached dated including the date and times worked by the SRO.

It is expressly agreed that the relationship of the SRO to the District shall be that of an independent Contractor. The SROs shall not be considered employees of the District for any purpose including but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. In the event of injury occurring to the SRO while working for the District, the District will pay \$50.00 per day up to a maximum of seven (7) days for such period that the SRO is unable to work due to such injury.

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

The following written statement must be included when disclosing any confidential HIV related information:

“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure”

14. The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the District, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding. The County and the Sheriff mutually agree to indemnify, save and hold harmless the District, its agents, servants, employees and subcontractors from any claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the County and/or the Sheriff, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

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

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

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

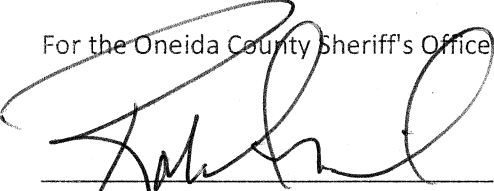
IN WITNESS WHEREOF, the County, the Sheriff, and the District have signed this Agreement on the day and year first above written.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

Date

For the Oneida County Sheriff's Office:

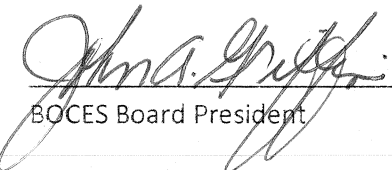


Robert M. Maciol
Oneida County Sheriff

7/9/13

Date

For the District



BOCES Board President

6/25/13

Date

Approved as to Form

Oneida County Attorney

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;

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

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

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

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

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

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

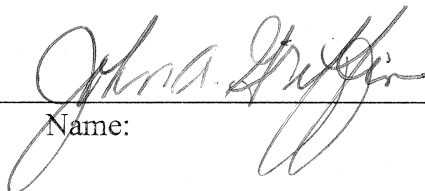
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

By:  _____

Oneida County Executive

Name:

Approved as to Form only

Oneida County Attorney

PUBLIC DEFENDER

Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL

Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL

Patrick J. Marthage, Esq.

Jennifer M. Compo, Paralegal

PAROLE REVOCATION SECTION

James F. Kehoe, Esq.

Karrie L. Livingston, Sr. Office Specialist

INVESTIGATORS

James J. Larabee

Chief Investigator

Christian M. Nebush, Investigator

Nicholas J. LaBella, Special Investigator

CONFIDENTIAL SECRETARY

Patricia A. Potter

Oneida County Public Defender

Criminal Division

250 Boehlert Center at Union Station

321 Main Street

Utica, New York 13501

Telephone: (315) 798-5870 • Fax: (315) 734-0364

e-mail: Pubdef@ocgov.net

Branch Offices

Utica City Court
411 Oriskany Street, West
Utica, New York 13502

Telephone: (315) 735-6671

Fax: (315) 724-3407

Rome City Court
100 West Court Street
Rome, New York 13440

Telephone: (315) 334-7012

Fax: (315) 334-1196

VIOLENT CRIMES SECTION

First Assistant Public Defenders

David A. Cooke, Esq.

Luke A. Nebush, Esq.

Adam P. Tyksinski, Esq.

MAJOR CRIMES SECTION

First Assistant Public Defender

Tina L. Hartwell, Esq.

Assistant Public Defenders

Elizabeth M. Cesari, Esq.

JoAnna R. Feiner, Esq.

Sarah A. Mietz, Esq.

Cory A. Zennamo, Esq.

CITY COURTS SECTION

First Assistant Public Defender

David L. Arthur, Esq. – Rome

Assistant Public Defenders

James P. Godemann, Esq. – Utica

Jonathan B. Stroble, Esq. – Utica

Benjamin D. Agata, Esq. – Utica

Doreen M. St. Thomas, Esq.

July 17, 2013

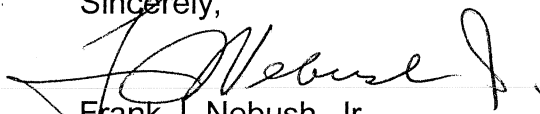
Hon. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: Aid to Defense Contract \$17,400.00
04/01/2013 – 03/31/2014
Contract # T138112
DCJS # AD 13138112

Dear Mr. Picente:

Attached are the documents required for approval of the above contract. The purpose of this grant allocation is to provide better coordination between attorneys which are assigned to violent and repeat offenders and provide for more efficient disposition of these cases. **No county dollars are involved.**

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 8/1/13

FN 20 13-285
PUBLIC SAFETY
WAYS & MEANS



Oneida Co. Department: **PD/Criminal Div.**

Completing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NYS Division of Criminal Justice Service

Title of Activity or Service: Aid to Defense / Grant / DCJS # AD13138112
Project No. AD13-1012-D00

Proposed Dates of Operation: April 1, 2013 – March 31, 2014

Client Population/Number:

Summary Statements

1) Narrative Description of Proposed Services: Tracks violent and repeat offenders in Utica City Court for coordination with felony attorneys.

2) Program/Service Objectives and Outcomes: Increase disposition times for repeat and violent offenders and provide vertical representation.

3) Program Design and Staffing: Coordinates repeat and violent offenders with attorneys handling criminal term in Utica City Court. Supports a portion of assistant public defender salary.

Total Funding Requested: \$17,400.00

Account # : A2202

Oneida County Dept. Funding Recommendation: No County Cost

Proposed Funding Sources (Federal \$/ State \$/ County \$): State

Cost Per Client Served: No County Cost

Past Performance Data: State quarterly reports available for review.

O.C. Department Staff Comments: Funds a portion of assistant public defender salary.

<p>STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p>NYS COMPTROLLER'S NUMBER: T138112 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: Aid to Defense DCJS NUMBERS: AD13138112 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM 04/01/2013 TO 03/31/2014 FUNDING AMOUNT FROM INITIAL PERIOD: \$17,400.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: [Redacted Box] (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p> <p>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 style="text-align: right;">Approved As To Form ONEIDA COUNTY ATTORNEY By: <i>Mandayich</i></p> <p>State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD13-1012-D00

Oneida County

07/17/2013

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 Defense****Project No.****Grantee Name**

AD13-1012-D00

Oneida County

07/17/2013

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of

all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **Identification Number(s).** Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such

number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A

shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803 <http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December 2011

Certified by - on

Award Contract

Aid to Defense

Project No.
AD13-1012-D00

Grantee Name
Oneida County

07/17/2013

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Assistant Public Defender III - approx. 25% of salary	1	\$17,400.00	\$17,400.00	\$17,400.00	\$0.00
Justification: Provides approximately one-quarter of the funds for Assistant Public Defender III						
Total				\$17,400.00	\$17,400.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$17,400.00	\$17,400.00	\$0.00

Oneida County Public Defender

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$17,400.00	\$17,400.00	\$0.00

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD13-1012-D00

Oneida County

07/17/2013

APPENDIX D - Work Plan**Goal**

To provide and promote quality legal representation to indigent adults and youth facing felony crime charges.

Objective #1

To maintain experienced defense attorneys utilizing funds as outlined in Appendix B, and limit their caseloads to maintain a policy of vertical representation.

Task #1 for Objective #1

Establish and implement a policy to screen all felony cases utilizing the established criteria for assignment in the most expedient manner possible and designate experienced defense attorneys to handle these cases.

Performance Measure

- 1 Names and years of experienced personnel funded under the Aid to Defense (ATD) program & update quarterly if any changes.
- 2 Approximate percentage of time personnel are dedicated to ATD cases
- 3 Number of cases screened and number designated as ATD cases
- 4 Number of felony cases defended this period
- 5 Percentage of cases where vertical representation is used

Objective #2

Early case resolution that minimizes custody time.

Task #1 for Objective #2

To perform investigations, vertical representation and to minimize custody time and disruption to client's life

Performance Measure

- 1 Submit data for ATD cases processing time from indictment through disposition
- 2 Average case processing time for cases closed this period
- 3 Submit data regarding the number of diversions as alternatives to incarceration
- 4 The number and percentage of cases in #1 that is resolved for less than the top charge

Objective #3

To provide an assessment of the overall impact of the ATD program.

Task #1 for Objective #3

Provide a semi-annual narrative discussing how receipt of these funds is critical to the operation of your office, how it has positively affected your ability to represent the defendants and how it has improved case processing times and outcomes and the overall administration of justice.

Performance Measure

- 1 Report is submitted following the quarters ending in October and March.

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

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.

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

- 1 Expend 0 % of the identified contracted NPS budget with NYS Certified MBEs, as subcontractors/suppliers.
- 2 Expend 0% of the identified contracted NPS budget with NYS Certified WBEs, as subcontractors/suppliers.

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.

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD13-1012-D00

Oneida County

07/17/2013

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 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

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD13-1012-D00

Oneida County

07/17/2013

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:
 - A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.
 - B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

 1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
 2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
 3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience

of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:
http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD13-1012-D00

Oneida County

07/17/2013

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

Aid to Defense

Project No.**Grantee Name**

AD13-1012-D00

Oneida County

07/17/2013

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 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 4 and Paragraph 4E 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 EEO 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. (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.

Certified by - on

Award Contract**Aid to Defense****Project No.****Grantee Name**

AD13-1012-D00

Oneida County

07/17/2013

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). 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

PUBLIC DEFENDER
Frank J. Nebush, Jr., Esq.

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.
Jennifer M. Compo, Paralegal

PAROLE REVOCATION SECTION
James F. Kehoe, Esq.
Karrie L. Livingston, Sr. Office Specialist

SENIOR INVESTIGATOR
James J. Larabee

CONFIDENTIAL INVESTIGATOR
Christian M. Nebush

SPECIAL INVESTIGATOR
Nicholas J. LaBella

CONFIDENTIAL SECRETARY
Patricia A. Potter

Oneida County Public Defender

Criminal Division

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Utica, New York 13502
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Fax: (315) 724-3407

Rome City Court
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Utica, New York 13440
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VIOLENT CRIMES SECTION
First Assistant Public Defenders
David A. Cooke, Esq.
Luke A. Nebush, Esq.
Adam P. Tyksinski, Esq.

MAJOR CRIMES SECTION
First Assistant Public Defender
Tina L. Hartwell, Esq.
Assistant Public Defenders
Elizabeth M. Cesari, Esq.
JoAnna R. Feiner, Esq.
Sarah A. Mietz, Esq.
Cory A. Zennamo, Esq.

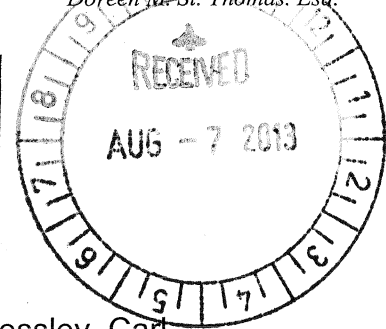
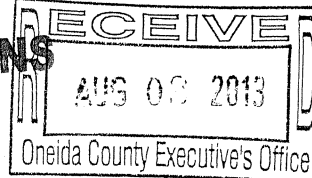
CITY COURTS SECTION
First Assistant Public Defender
David L. Arthur, Esq., Rome
Assistant Public Defenders
James P. Godemann, Esq., Utica
Jonathan B. Stroble, Esq., Utica
Benjamin D. Agata, Esq., Utica
Doreen M. St. Thomas, Esq.

FN 20 13-286

Wednesday, July 31, 2013

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

Eli Benitez, Shaun Birchette, Ronald Burse, Matthew Cooper, James Crossley, Carl Cummings, Jessie Engles, Garrett E. General, David L. Holmes, Juan Igartua, Frank McClarin, Nema Salmon, Charles Scott, Zane Smith and Michael Wagner, being inmates of the State of New York

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients.

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

Frank J. Nebush, Jr.
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 8/5/13

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 **\$15,014.46** for undertaking the legal defense of:

Eli Benitez, Shaun Birchette, Ronald Burse, Matthew Cooper, James Crossley, Carl Cummings, Jessie Engles, Garrett E. General, David L. Holmes, Juan Igartua, Frank McClarin, Nema Salmon, Charles Scott, Zane Smith and Michael Wagner, being inmates of the State of New York

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

**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.

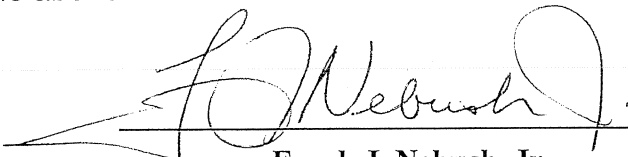
3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit: Eli Benitez, Shaun Birchette, Ronald Burse, Matthew Cooper, James Crossley, Carl Cummings, Jessie Engles, Garrett E. General, David L. Holmes, Juan Igartua, Frank McClarin, Nema Salmon, Charles Scott, Zane Smith and Michael Wagner, being inmates of the State of New York pursuant to Section 606 of the Correction Law of the State of New York. A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

TOTAL OF EXPENSES

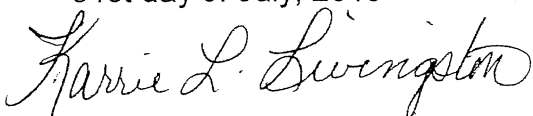
People v. Eli Benitez	\$507.69
People v. Shaun Birchette	\$2,999.64
People v. Ronald Burse	\$1,358.64
People v. Matthew Cooper	\$521.75
People v. James Crossley	\$438.07
People v. Carl Cummings	\$1,056.16
People v. Jessie Engles	\$1,716.85
People v. Garrett E. General	\$1,132.82
People v. David L. Holmes	\$132.20
People v. Juan Igartua	\$1,268.13
People v. Frank McClarin	\$1,193.78
People v. Nema Salmon	\$745.23
People v. Charles Scott	\$669.42
People v. Zane Smith	\$951.88
People v. Michael J. Wagner	<u>\$322.20</u>
TOTAL:	\$15,014.46

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: July 31, 2013


Frank J. Nebush, Jr.

Subscribed and sworn to before me this
31st day of July, 2013



KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 7/28/16

State
Of
New York

SEE INSTRUCTIONS BEFORE COMPLETING
STANDARD VOUCHER

Voucher Number

① Originating Agency (limit to 30 spaces) Oneida County Office of The Public Defender		Orig. Agency Code		Interest Eligible (Y/N)		② P-Contract	
Payment Date (MM/DD/YY)		OSC Use Only		Liability Date (MM/DD/YY)			
③ Payee ID		Additional 000	Zip Code 13501	Route	Payee Amount		MIR Date (MM/DD/YY)
④ Payee Name (limit to 30 spaces) COMPTRROLLER				IRS Code		IRS Amount	
Payee Name (limit to 30 spaces) ONEIDA COUNTY				Stat. Type	Statistic	Indicator-Dept.	Indicator-Statewide
Address (limit to 30 spaces) 800 PARK AVE				⑤ Ref/Inv. No. (Limit to 20 spaces) A2204 Pub Def Sec 606			
Address (limit to 30 spaces)				Ref/Inv. Date (MM/DD/YY) 07/31/2013			
City (Limit to 20 spaces)		(Limit to 2 spaces) →	State	Zip Code	A2204 Public Defender		
UTICA		NY	13501				

⑥ Purchase Order No. and Date	Description of Material/Service If items are too numerous to be incorporated into the block below, use Form AC 93 and carry total forward.	Quantity	Unit	Price	Amount
	Reimbursement claim for representing State inmates Pursuant to Section 606 of Correction Law & Title 7, Part 410 of NYCRRR				\$15,014.46

⑦ Payee Certification		Total	\$15,014.46
I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.		Discount %	
→ _____ Payee's Signature in Ink _____ Date		Net	\$0.00
_____ Title ONEIDA COUNTY Name of Company			

FOR AGENCY USE ONLY				STATE COMPTRROLLER'S PRE-AUDIT			
Merchandise Received	I certify that this voucher is correct and just, and payment is approved, and the goods or services rendered or furnished are for use in the performance of the official functions and duties of this agency.			Verified	CERTIFIED FOR PAYMENT OF TOTAL AMOUNT		
Date	_____			Audited			
Page No.	Authorized Signature in Ink			Special Approval (as Required)			
By	Date	Title		By			

Expenditure				Liquidation			
Cost Center Code	Object	Accum	Amount	Orig. Agency	PO/Contract	Line	F/P

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6235
Fax: (315) 768-6299

DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

July 19, 2013

Anthony J. Picente Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

FN 20 13-287

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

The Rome Colts Pop Warner Football Organization has historically leased County property located on Bell Road in Rome for athletic playing fields and support facilities. A preexisting lease has expired and a new agreement is necessary.

Please review the enclosed lease agreement between Oneida County and Rome Colts Pop Warner Football Organization and if acceptable forward to the Oneida County Board of Legislators for approval.

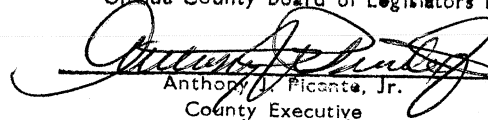
Thank you for your continued support.

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 7/24/13

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Rome Colts Pop Warner Football Organization, Inc.
PO box 455
Rome, NY 13442

Title of Activity or Service: Lease Agreement

Proposed Dates of Operation: N/A

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Lease of County property located at Bell Road, Rome, for the purpose of athletic playing fields and support facilities.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$1.00 Account #: D5020

Oneida County Dept. Funding Recommendation: \$1.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$1.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT

THIS AGREEMENT, made this 25 day of JUNE, 2013, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 800 Park Avenue, Utica, New York 13501 (hereinafter called "Lessor"), and **ROME COLTS POP WARNER FOOTBALL ORGANIZATION, INC.**, a domestic corporation organized and existing under the laws of the State of New York, with a mailing address of P.O. Box 455, Rome, New York 13442-0455 (hereinafter called "Lessee"), consists of the following promises, recitals, covenants and conditions.

WITNESSETH:

That the Lessor wishes to let to the Lessee, and the Lessee wishes to let from the Lessor, County owned land identified as "Parcel A" as shown on **Exhibit 1** annexed hereto and made a part hereof, for use as a recreational area for the purpose of, and at the times needed for, such sporting and recreational activities as the Lessees may schedule during the term hereof; and

NOW, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) lawful money of the United States, in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties do hereby agree as follows:

1. **DEMISED PREMISES:** The Lessee shall have the right to occupy and use, for the purposes herein stated, the property identified as "Parcel A" as shown on **Exhibit 1** annexed hereto and made a part hereof, together with any and all improvements now in existence. The Lessee shall be permitted to place items of a **non-permanent** nature on the Demised Premises (i.e. moveable seats, bleachers, grandstands, etc.) at its sole cost and expense, with the

understanding that such property shall be removed at the expiration of the Lease, absent consent of the Lessor that such property may remain. The Lessee shall have the right to make **fixed installations** (i.e. light poles, scoreboard, permanent seating, etc.) to the Demised Premises upon the prior written approval of the Lessor, which consent shall not be unreasonably withheld. The Lessee shall not make any alteration to the Demised Premises without first obtaining the express written consent of the Lessor. The Lessee agrees that it shall be responsible for complying with all rules, regulations, codes, ordinances, and like laws, at its sole cost and expense.

2. **TERM:** The initial term of this Lease shall be for a period of five (5) years, commencing on January 1, 2013 and expiring on December 31, 2017. The Lessee shall have the option to renew this Lease upon the same terms and conditions as herein stated for three (3) successive five (5) year terms. This Lease shall be automatically renewed unless, at least sixty (60) days prior to the initial expiration date or the expiration of any renewal period, the Lessee notifies the Lessor in writing of its intent **NOT** to renew said Lease.

3. **RENT:** There shall be **NO** rent due from the Lessee to the Lessor during the term of this Lease or any renewal thereof. However, the Lessee shall be responsible for all charges for water, electricity or other utilities used or consumed by the Lessee in connection with its use of the Demised Premises.

4. **MAINTENANCE/REPAIR:** The Lessee shall keep the Demised Premises in good repair and shall maintain the premises free from any unsafe or hazardous condition throughout the term of this Lease or any renewal thereof. The Lessee shall take all reasonable and necessary steps and/or precautions to insure that the Demised Premises are not utilized by the general public or others when not in use by the Lessor in connection with its organization's activities.

5. **INSURANCE:** The Lessee covenants and agrees to provide and maintain, in full force and effect during the term of this Lease or any renewals hereof, for the benefit of the Lessor, general liability insurance in standard form, protecting the Lessor against any liability whatsoever, whether occasioned by accident or disaster on or about the Demised Premises or any appurtenances thereto. Such policies are to be written by good and solvent insurance companies satisfactory to Lessor in the amount of One Hundred Thousand Dollars (\$100,000) in respect to any one accident and in the amount of Three Hundred Thousand Dollars (\$300,000) in respect to injuries to any one person.

6. **LIABILITY:** It is understood and agreed that the Lessee shall assume and be responsible for all damages to the Demised Premises and that the Lessor will not be responsible for any loss, damage or injury, whether to person or property, or both, that may occur from any cause whatsoever occurring in, on or about the Demised Premises during the term of this Lease or any renewal thereof. The Lessee hereby agrees to defend with competent counsel, indemnify and hold harmless the Lessor from and against all claims for loss, damage or injury sustained by any person occurring in, on or about the Demised Premises during the initial term of this Lease or any renewals thereof.

7. **NON-DISCRIMINATION:** No participant who is otherwise eligible shall be denied the privilege of participating in Lessee's activities and/or the use of such facility on account of race, creed, gender, sexual orientation or membership in any other class protected by the Equal Protection Clause of the United States Constitution.

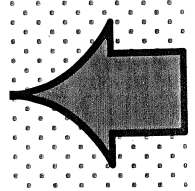
8. **HEADINGS FOR CONVENIENCE ONLY:** The headings used throughout this Lease are for convenience only and shall not be construed to limit, restrict or impair the rights or obligations of the parties as contained therein.

9. **AUTHORIZATION:** The Lessor and Lessee each represent and warrant that this Lease has been approved in accordance with its governing by-laws and/or procedures and that the individual(s) executing the within Instrument have full authority to act on behalf of and bind the respective parties.


IN WITNESS WHEREOF, the parties have caused this Instrument to be executed on the day and date first above written.

COUNTY OF ONEIDA

ROME COLTS POP WARNER
FOOTBALL ORGANIZATION, INC.



By: _____
Anthony J. Picente, Jr.
County Executive

By: _____

Michael K. East
President - Rome Colts Pop Warner
Football Organization, Inc.

Approved as to form:



ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 08-01-2012 AT 12:01 AM

FORMS A PART OF POLICY NO.: 9472540

ISSUED TO: Rome Pop Warner

BY: Lexington Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ADDITIONAL INSUREDS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of an additional premium of \$N/A it is hereby agreed the following are added as Additional Insureds.

Co-promoters

Sponsors

Landlords

Entertainers

All other terms and conditions remain unchanged. But only to the extent that liability results from negligence of the Named Insured.

Authorized Representative

POLICY NUMBER: 9472540

COMMERCIAL
GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

	SCHEDULE
Name Of Additional Insured Person(s) Or Organization(s):	County of Oneida & Department of Public Works,c/o Commissioner of Finance 800 Park Ave Utica, NY 13501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06-19-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Two Logan Square Philadelphia, PA 19103	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: Gwen.Steele@marsh.com		
	PRODUCER CUSTOMER ID #:		
INSURED Tri-Valley PWFC Rome Pop Warner 521 S Main Street Canastota, NY 13032	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lexington Insurance Company		19437
	INSURER B : National Union Fire Insurance Company		19445
	INSURER C :		
	INSURER D :		
	INSURER E : Chartis Specialty Insurance Company		26883
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 244-2012-12280 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			9472540	08-01-2012	08-01-2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC	Delaware # 9472541	08-01-2012	08-01-2013	GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Sexual Abuse	\$ 1Mil/2Mil
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Inland Marine/Sports Equip			010008415	08-01-2012	08-01-2013		\$
B	Excess Accident Medical			SRG9108336 (and State Variations)	08-01-2012	08-01-2013		\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Pop Warner Tackle and Flag Football Activities including Cheerleading and Dance Programs.
Additional Insured Status is provided as per Form 72984 (4/99) and CG2026 (07/04) attached to the policy.
This is primary per the terms of policy form CG0001 (12/07)

CERTIFICATE HOLDER Rome Colts Pop Warner Organization Inc 801-901 Bell Rd Rome, NY 13440	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 08-01-2012 AT 12:01 AM

FORMS A PART OF POLICY NO.: 9472540

ISSUED TO: Rome Pop Warner

BY: Lexington Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ADDITIONAL INSUREDS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of an additional premium of \$N/A it is hereby agreed the following are added as Additional Insureds.

Co-promoters

Sponsors

Landlords

Entertainers

All other terms and conditions remain unchanged. But only to the extent that liability results from negligence of the Named Insured.

Authorized Representative

POLICY NUMBER: 9472540

COMMERCIAL
GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Rome Colts Pop Warner Organization Inc 801-901 Bell Rd Rome, NY 13440
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

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ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

July 23, 2013

FN 20 13 - 288

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

Honorable Members:

Attached is legislation proposed from Legislator James D'Onofrio requesting that funding be put forward to the Sauquoit Creek Basin Commission to aid in any storm water management and remediation that may be necessary in the future.

I am forwarding Mr. D'Onofrio's request on to the Economic Development & Tourism and Ways & Means Committees and the full Board for consideration at the earliest opportunity.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

GJF:pp

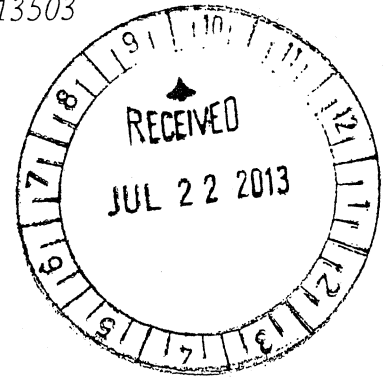


ONEIDA COUNTY BOARD OF LEGISLATORS

James M. D'Onofrio ♦ PO Box 29 ♦ Utica, NY 13503

July 13, 2013

Honorable Gerald J. Fiorini
Chairman, Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501



Dear Chairman Fiorini:

I have been fortunate to serve New Hartford on the Oneida County Board of Legislators for the past 24 years. During this time, I have seen devastating storms hit our area. Storm water damage has always been one of the most important issues facing our residents. Having said this, all levels of government need to make storm water management a higher priority.

Over the last few years, it seems as though what used to be a once every 10 year storm is now becoming the norm. The storms are increasing in frequency and intensity. Most recently, we saw homes and businesses destroyed throughout the Mohawk Valley. There are residents who I represent who are going to be forced to pay tens of thousands of dollars to restore their homes to normal living conditions. Many who have never experienced flooding are now dealing with black mold, rotted sheet rock and ruined furnaces.

As you are aware, flooding does not know municipal boundaries. Just as New Hartford saw damage that will cause long-term negative ramifications, so too did New York Mills, Utica, Whitestown and so many other parts of Oneida County. These storms come at a cost to the County of Oneida. Our largest commercial corridor was incapacitated two weeks ago. We expended tax dollars on response and clean up and lost sales tax revenue from the closure of the corridor to commerce. Further, future development throughout the Sauquoit Creek/Mud Creek corridor is in jeopardy as continued growth and development will only exacerbate the problem of storm water surges.

As these occurrences have become more and more frequent, local governments have searched for answers to best prevent further issues. Several years ago the municipalities in the Sauquoit Creek corridor proactively formed an intermunicipal committee – the Sauquoit Creek Basin Commission – to study, plan and cooperatively remediate storm

water problems in the corridor. It serves as a forum and sounding board for localities, and provides valuable information to all officials of affected regions.

The Commission was created with a number of goals, including:

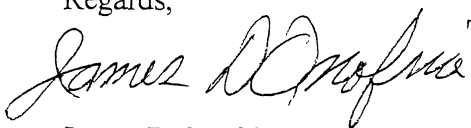
- 1.) Identifying and prioritizing Watershed, flooding and storm water management needs and projects within the Sauquoit Creek Basin
- 2.) Evaluating these priorities on a Watershed basis to determine potential effects or impacts of one project on another project; and
- 3.) Discussing the potential for cost sharing, shared services, and/or sharing of equipment or other resources among Watershed municipalities and stakeholders to accomplish the identified needs

The Commission has been limited in its effectiveness only by financial resources. Seeing the continual frustration of the residents that I represent in New Hartford, I feel that it is time to provide the necessary resources for this Commission to be more proactive with solving this problem. Taking a regional approach to this issue is in line with the mission and purpose of County Government and it is time to put our best foot forward and leave no stone unturned to assist residents.

Through this commission, we have seen \$1.5 million dollars generated to use on projects. These monies have come through funding obtained by Federal and State grants, in addition to the contributions by local governments. It is time to leverage these local dollars with matching funds by Oneida County Government. I am proposing appropriating \$250,000 from our general fund balance to go to the commission. I view this money as an investment. From it, we will likely see more resources available to be spent on grant opportunities and further projects to aid in the prevention of future flood damage,

Residents of this County pay taxes to invest in basic services that would simply be cost prohibitive to pay for on their own, and storm water management is no different. Although it is the ultimate responsibility of the locality, be it the Town, Village or City, to respond to storm water, it's time that the County take the lead as the regional driver of solving these issues.

Regards,



James D'Onofrio

Oneida County Legislator, 15th District



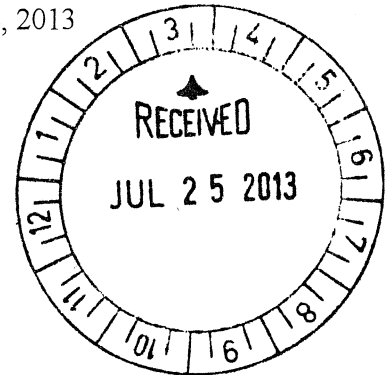
ONEIDA COUNTY BOARD OF LEGISLATORS

James M. D'Onofrio ♦ PO Box 29 ♦ Utica, NY 13503

July 24, 2013

Gerald J. Fiorini, Chairman
Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 13-288
**ECONOMIC DEVELOPMENT
& TOURISM**



WAYS & MEANS

Dear Chairman Fiorini:

With the recent flooding throughout the area it is very important for Oneida County to be proactive in order to minimize the damage its residents endure in the coming years. One of the major areas which has incurred more than their share of the damage, is the area along the Sauquoit Creek. This area has been hit hard at a minimum of three times in the last two years.

In an effort to help minimize this damage or even avoid it all together in the future a study must be put together and its recommendations must be carried out. The Sauquoit Creek Commission is an agency that has begun this process and I would like to financially support their mission of controlling the flooding along the Sauquoit Creek.

I therefore request your Board's approval to increase the following 2013 budget item with the following **2013** supplemental appropriation for the General Fund:

TO:

AA# A6412.495 M.V. Economic Development District \$ 250,000.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# 889-889-10 - Fund Balance – Economic Development \$ 250,000.00

Respectfully submitted,

James M. D'Onofrio
County Legislator 15th District

CC: County Executive
Comptroller
County Attorney
Budget Director



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING • 800 PARK AVENUE • UTICA, N.Y. 13501-2977

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August 1, 2013

FN 20 13 - 289

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

Honorable Members:

Attached is legislation proposed by Legislators Emil Paparella and Ed Welsh requesting funding for the City of Utica in the amount of \$100,000 to be used in North and South Utica to aid in flood control remediation that may be necessary in the future.

I am forwarding their request on to the Economic Development & Tourism and Ways & Means Committees and the full Board for consideration at the earliest opportunity.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

GJF:pp



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July 30, 2013

Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

Dear Chairman Fiorini,

Oneida County Legislator James M. D'Onofrio's proposal to eliminate flooding problems is right on target. Governor Cuomo has stepped up to help our area, but we must as a County give an extra helping hand and become a partner with the State to provide relief to our flooding problems. We also agree with Oneida County Executive Anthony Picente when he said the proposal has to be balanced. Therefore I am recommending an additional \$100,000.00 for the City of Utica to be used in North Utica and South Utica.

We have been complaining about Riverside Mall for about a month. A large portion of taxes both property and sales are generated within the Mall. A new business, Bass Pro Shop, is planning to open October 2013 and will provide over 200 jobs. Also a new building in the Mall near Rt. 12 will provide space for 2 or 3 new businesses with additional jobs. Having the Mall close for repairs because of flooding does not make for good business. The perception is not attractive to new businesses.

The successful use of grant money secured by the County in 2012 for Hallecks Ravine helped South Utica avoid flooding earlier this summer. The \$500,000 project was started in March of 2013 which included the building of boxed culverts in the ravine. Proactive flood control remediation is beneficial to both North and South Utica residents and businesses.

Thanking you in advance,

Sincerely,

Emil Paparella

Emil Paparella
Oneida County Legislator (R-24)

Edward P. Welsh

Edward P. Welsh
Oneida County Legislator (R-21)

Cc: Oneida County Executive Anthony Picente, Jr.
Oneida County Legislator Majority Leader George Joseph (R-10)
Oneida County Legislator James M. D'Onofrio



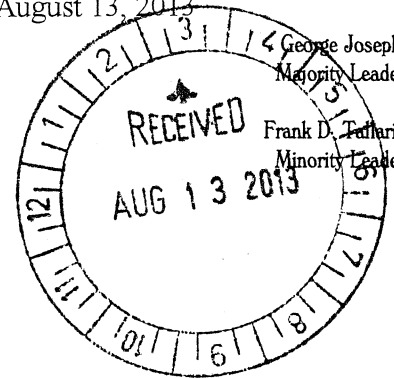
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Chairman
(315) 798-5900

Mikale Billard
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August 13, 2013



Gerald J. Fiorini, Chairman
Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

Dear Chairman Fiorini:

With the recent flooding throughout the area it is very important for Oneida County to be proactive in order to minimize the damage its residents endure in the coming years. Two areas of major concern have incurred more than their share of the damage are areas located in North and South Utica.

In an effort to help minimize this damage or even avoid it all together in the future we would like to set aside \$100,000 to help North and South Utica be proactive in helping to provide flood control where it is needed in these areas.

I therefore request your Board's approval to increase the following 2013 budget item with the following 2013 supplemental appropriation for the General Fund:

TO:
AA# A6412.495 M.V. Economic Development District \$ 100,000.00

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# 889-889-10 - Fund Balance - Economic Development \$ 100,000.00

Respectfully submitted,

Emil Paparella ^{ed}

Edward P. Welsh ^{ed}

Emil Paparella
County Legislator 24th. District

Edward P. Welsh
County Legislator 21st. District

CC: County Executive
Comptroller
County Attorney
Budget Director