

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 JANUARY 09, 2013

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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AVAILABLE ON WEBSITE ONLY

www.ocgov.net

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

For

MEMORIALIZING PETITION

FN 20 _____ - F.N. 2012-482

SPONSORS: Michael B. Waterman, (R-5); *Franklin Davis (D-25)* **READ & FILED**

A MEMORIALIZING PETITION URGING NEW YORK STATE REPRESENTATIVES TO AMEND THE NEW YORK STATE CODE REQUIRING CARBON MONOXIDE DETECTION DEVICES TO BE INSTALLED IN SCHOOL BUILDINGS WITHIN NEW YORK STATE.

WHEREAS, New York State does not require the installation of carbon monoxide detection devices in school building despite the evacuations of more than 3,000 students in at least 19 incidents of high levels of carbon monoxide in schools since 2007;

WHEREAS, many school administrators say they are unaware of the dangers. However doctors with expertise in carbon monoxide poisoning say the alarms which the National Fire Association says should be near bedrooms in every home and also should be installed in classrooms and hallways in school buildings; and

WHEREAS, in light of the most recent incident at an Atlanta Elementary School where 43 students and 10 adults were rushed to the hospital after exposure to carbon monoxide fumes. The students and staffers from Finch Elementary in southwest Atlanta exhibited mild and moderate symptoms related to carbon monoxide poisoning and as a result the school was evacuated as a precaution and carbon monoxide testing was performed finding that the entire building turned out to be saturated; and

WHEREAS, only Connecticut and Maryland have laws that require CO alarms in schools; and

WHEREAS, often known as "the silent killer," carbon monoxide is odorless, colorless gas that can cause sudden illness and death, according to the Centers for Disease Control and Prevention. The most common symptoms of carbon monoxide poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain and confusion; and

WHEREAS, New York State Code requires that carbon monoxide detection devices be installed in each and every house in New York State, from a one-family to multi-family units, but not require that these devices be installed in school buildings where hundreds of students attend on a daily basis, five days a week; and

WHEREAS, it is necessary and imperative that the New York State Code be amended to include the installation of carbon monoxide detection devices in school buildings to ensure the safety of our children in New York State; and

NOW THEREFORE BE IT HEREBY RESOLVED,

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assmby Representative Claudia R. Tenney, New York State Senator David Valesky, New York State Assembly Representative, William McGee.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

~~Harvey~~
~~Ronald Green~~
~~John~~
Emil R. Paparella
Joseph Jurgal
Kunzelechner
Lalorini

9

R. King
Ronald Townsend
Jim G. Perry
Ben W. Lindsey
~~Richard~~
~~Thomas~~

Edna P. West
Mabel Mentata
Brian White
Chad Daw
Peter Brennan
Joe Am. Convent

~~Richard~~
Philip M. Sacco
Frank T. Aspin
James M. ...
William Goodman

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

Dated: Dec 12, 2012



ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501

Work Phone: 798-5900 ♦ Home Phone: 337-9045

FN 20

12-485

December 26, 2012

READ & FILED

Board of Legislators
800 Park Ave.
Utica, NY 13501

Honorable Members:

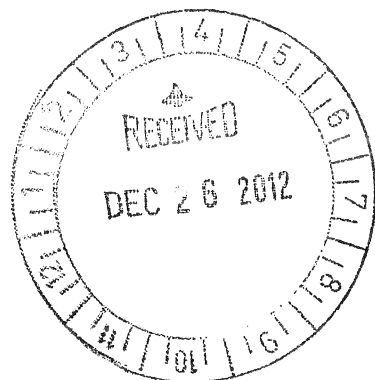
Pursuant to Rule 29 of the Rules of the Board, I do hereby extend into 2013 the following
Docket Numbers:

2012-464

Thank you for your consideration.

Sincerely,

Gerald J. Fiorini
Chairman





STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS

10B Airline Drive, Albany, New York 12235
518-457-8876 Fax 518-457-3087
www.agriculture.ny.gov

Andrew M. Cuomo
Governor

Darrel J. Aubertine
Commissioner

FN 20 13 - 034

Mr. Mike Billard, Clerk
Oneida County Legislature
800 Park Avenue
Utica, New York 13501

READ & FILED

Dear Mr. Billard:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 306 of 2012, a district renewal and consolidation plan with modifications for Oneida County Agricultural District No. 4.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans, the Commissioner of Environmental Conservation has determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the proposal and the determination of the Commissioner of Environmental Conservation, I hereby certify that:

- A. The District is eligible for redistricting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the State.

The County is required to complete the next review of Oneida County Agricultural District No. 4 on or before December 10, 2020.

Signed and Sealed at the Town of Colonie,
County of Albany, NY,
This 18th day of December, 2012

Darrel J. Aubertine
Commissioner of Agriculture and Markets
of the State of New York

cc: McCrea Burnham, Div. of Lands and Forests, DEC
James Vincent, Chair, Advisory Council on Agriculture
Susan Hoskins, IRIS
Brymer Humphreys, Chair, Oneida County AFPB

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

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Robert J. Roberts, III
James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

FN 20

13 - 035

December 19, 2012

READ & FILED

copy on file in
Board Clerk's Office

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

Dear Mr. Billard:

Please find enclosed for your information and file a copy of the adopted 2013 budget for the Oneida-Herkimer Solid Waste Management Authority. This is being forwarded to you pursuant to Article IX, Section 9.2 of the Authority Bylaws and the Public Authorities Accountability Act of 2005.

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

Sincerely,



William A. Rabbia
Executive Director

WAR/jmt

Enclosures



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

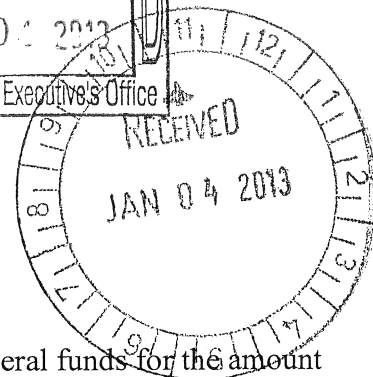
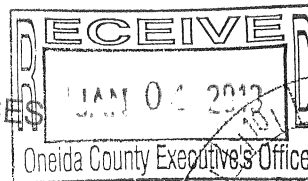
120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@ocgov.net

January 2, 2013

FN 20 13-036

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

HEALTH & HUMAN SERVICES
WAYS & MEANS



Re: Administration on Aging Systems Integration Grant
Supplemental Appropriation-2012

Dear Mr. Picente:

Oneida County Office for the Aging/Continuing Care has been awarded a grant of federal funds for the amount of \$415,500 under the Administration on Aging's System Integration Grant. The term of the project will be 2012 through 2015. The purpose of the grant is to standardize many of the past pilot projects implemented by Oneida County such as Chronic Disease Self-Management, Long Term Care Options Counseling; Benefit and entitlement screening and counseling. Much of the activity and deliverables throughout the grant period will consist of education/training, policy development, Alzheimer's assistance, and long term care systems change. The work of the grant will be performed primarily by the OFA Director and supervisory staff, and SUNY Albany Center of Excellence in Aging:

Therefore, I respectfully request a supplemental appropriation be made into the following Office for Aging/Continuing Care 2012 expense line:

A6772.495.150 Systems Integration..... \$60,000

This request for supplemental appropriations will be fully offset by unanticipated revenue in:

A6772.4771 Federal Aid-Systems Integration..... \$60,000

The remainder of the funds will be appropriated to the 2013 and 2014 OFA Budgets. This grant is fully funded by the New York State Office for the Aging with no local matching requirements. I am available should you have any questions or need clarification regarding this request for a Supplemental Appropriation.

Sincerely,

[Handwritten signature]

Michael J. Romano
Director

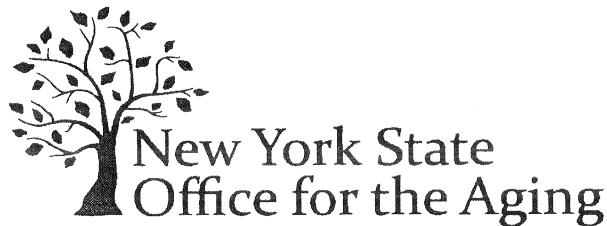
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
[Handwritten signature]
Anthony J. Picente, Jr.
County Executive

Cc: Tom Keeler, Budget Director

Date 1-4-13

Andrew M. Cuomo
Governor

Greg Olsen
Acting Director



Two Empire State Plaza
Albany, New York
12223-1251

www.aging.ny.gov

October 19, 2012

Mr. Michael Romano, Director
Oneida County Office for Aging
and Continuing Care
120 Airline Street, Suite 201
Oriskany, New York 13424

Dear Director Romano: *mike*

This is to inform you that the New York State Office for the Aging (NYSOFA) has received a federal grant award from the Administration for Community Living (ACL) to implement the Systems Integration Initiative in New York State. As part of this grant, the Oneida County Office for Aging and Continuing Care (Oneida OFA) will receive \$362,500 to support NYSOFA in its implementation as well as \$53,000 for implementation in your county, pending receipt of the forthcoming Notice of Grant Awards to be issued to Oneida OFA from NYSOFA. Of this amount, \$315,000 is to be awarded to the University at Albany, School of Social Welfare, Center for Excellence on Aging and Community Wellness (CEACW). The amount of \$315,000 includes an amount of \$10,000 to pay stipends for graduate school interns over the course of the grant period.

The Oneida OFA will utilize grant funding to serve as the local implementation administrator and primary liaison between NYSOFA and the local partners (i.e., the participating Area Agencies on Aging, NY Connects, and Alzheimer's Association Chapters). As such, the Oneida OFA will provide input to NYSOFA on all aspects of local implementation via participation in project management and workgroup activities and will issue a subcontract with the CEACW, to assist with prescribed support activities to operationalize all core grant components, bring the components to scale, and create a more dementia capable long term care system. Principle support activities will include, but are not limited to, training and quality assurance, provision of technical assistance and ongoing support to local partners, facilitating communication among all participating State and local partners, and contributing ongoing input and feedback throughout all phases of the initiative (planning, implementation and evaluation).

Receipt of the grant award will be contingent on your agreement to comply with stipulations and deliverables as specified in a forthcoming grant agreement between your office and NYSOFA.



Mr. Michael Romano

-2-

October 19, 2012

Thank you for agreeing to participate in this initiative. Laurie Pferr will be your program contact for this grant. Please contact Laurie (laurie.pferr@ofa.state.ny.us or by phone at 518-474-7012) with any programmatic questions and Arthur Clark (Arthur.clark@ofa.state.ny.us or by phone at 518-486-2474) with any fiscal questions.

Sincerely,



Greg Olsen,

Enclosure

cc: Laurie Pferr
Jack Lynch
Arthur Clark



ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

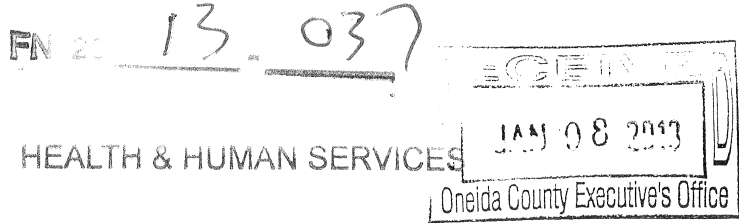
PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

January 3, 2013

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



WAYS & MEANS

Dear Mr. Picente:

We have received notification from New York State Department of Health that we are going to receive additional funding for our *Integrated Cancer Services Program*. This program provides comprehensive breast, cervical and colorectal cancer screening services for uninsured and underserved individuals.

Our patient services funding will increased by \$7,952 for the State fiscal year, April 1, 2012 thru March 2013 and \$12,048 for the Health Research, Inc. (HRI) fiscal year, June 30, 2012 thru June 29, 2013.

This amendment will increase our funding for **2013** County fiscal year. Thus, we are requesting the following supplemental appropriations:

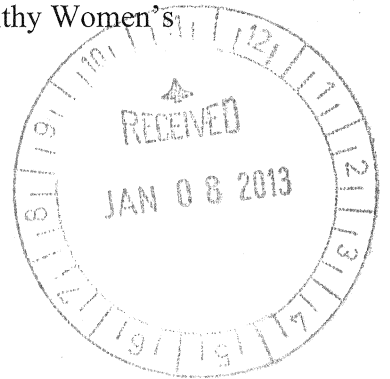
To: A4091.495 – Other Expenses..... \$20,000

This appropriation will be supported by revenue in A3451 – State Aid – Healthy Women’s Partnership in the amount of \$20,000.

If you have any questions, please do not hesitate to contact me.

Sincerely,

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



cc: T. Keeler, Director of Budget
T. Engle, Fiscal Services Administrator

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

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

Date 1-8-13

ry

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

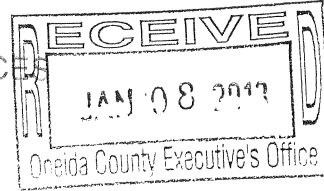
FN 20 13-038

January 2, 2013

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

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

When constructing the 2013 county budget the *Community Wellness Division* of the Health Department did not anticipate providing contracted therapy services to the Early Intervention Program. As of January 1st under new state regulations, these contractors would be required to enter into agreements with the State instead of contracting with municipalities. The time table has since moved up with an anticipated start date of April 1, 2013.

As a result, the Community Wellness Division will need to continue to provide these services until the state assumes responsibility.

In anticipation of this scenario, the Health Department is requesting the following supplemental appropriation for the **2013** fiscal year.

To: A4021.19511 – Individual Therapies..... \$25,000

This appropriation will be supported by revenue in A1635 – Reimbursement – From EI to Community Wellness for \$25,000.

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



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

Anthony J. Picente, Jr.
County Executive

Date 1-8-13

ry

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

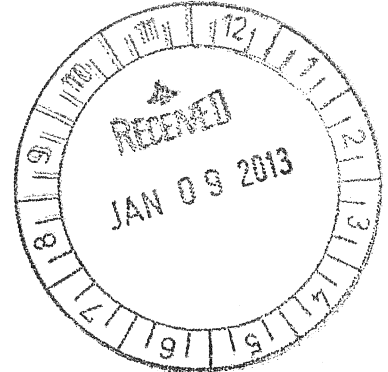
December 11, 2012

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

FN 20 13-039

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County through its Health Department and the First Presbyterian Church of Holland Patent.

The purpose of this agreement is to provide adequate space to the Oneida County Health Department – WIC Program to conduct health clinics for the residents of Oneida County on the fourth (4th) Thursday of each month. The term of this agreement shall become effective on January 1, 2013 and remain in effect through December 31, 2015. Monthly rate will be in the amount of fifty dollars (\$50) not to exceed \$1,800 for the term of this agreement.

This is not a program mandated by Public Health Law.

If this agreement meets with your approval, please sign where indicated.

Sincerely,

Handwritten signature of Patrice A. Bogan in cursive.

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

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 1/8/13

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Women, Infants and Children (WIC)

NAME AND ADDRESS OF VENDOR: First Presbyterian Church of Holland Patent
Post Office Box 303
Holland Patent, New York 13354

VENDOR CONTACT PERSON: Carol Watkins, BS WIC Program Educator

SUMMARY STATEMENTS: In order to provide services, the WIC Program operates several sites within Oneida County. On the fourth Thursday of each month, The First Presbyterian Church of Holland Patent provides adequate space to the WIC program for the purpose of conducting WIC services.

PREVIOUS CONTRACT YEAR: January 1, 2010 through December 31, 2012

TOTAL: Monthly rate of \$50, not to exceed \$1,800

THIS CONTRACT YEAR: January 1, 2013 through December 31, 2015

TOTAL: Monthly rate of \$50, not to exceed \$1,800

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

FUNDING SOURCE: Contract A4082.417
Less Revenues: _____ -0-
Federal Funds \$1,800
County Dollars – Previous Contract \$ -0-
County Dollars – This Contract \$ -0-

Three (3) year contact at \$50 per month.

SIGNATURE: Patrice A. Bogan, MS, FNP

DATE: October 26, 2012

Contract Reviewed By: Gregory J. Amoroso
Gregory J. Amoroso, Esq.
Asst. County Attorney

Date: _____

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012, by and between the **First Presbyterian Church of Holland Patent**, P.O. Box 303, Holland Patent, NY 13354, hereinafter referred to as "Lessor", and Oneida County, NY, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices at 800 Park Avenue, Utica, NY 13501, hereinafter referred to as "Lessee", consists of the following recitals, promises, covenants and conditions:

RECITALS

WHEREAS, the Lessor desires to let space within its building commonly referred to as Twin Churches, Presbyterian Church, and located on Main Street, Holland Patent, NY, to the Lessee for the purpose of enabling the Lessee to conduct health clinics for the residents of Oneida County, and the Lessee desires to let said space from the Lessor;

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

1. **TERM** – The term of this agreement shall be for a period of three (3) years, commencing on January 1, 2013 and continuing until December 31, 2015, unless sooner terminated as hereinafter provided.
2. **DEMISED PREMISES** – The demised premises shall consist of approximately 600 square feet of space located on the first floor of the church parish hall.
3. **USE OF PREMISES** – The demised premises shall be used by the Lessee for the purpose of conducting health clinics for the residents of Oneida County and shall be made available to the Lessee on the fourth (4th) Thursday of each month, or on such other dates and times as may be mutually agreed to between the parties.
4. **RENT** – The Lessee agrees to pay to the Lessor the sum of Fifty and No/100 Dollars (\$50.00) per month as for rent of the demised premises. Within ten (10) days following the last day of each month in which the demised premises are used, the Lessor shall submit a completed voucher to the County in order to receive payment for that month.

The obligation of the parties to this agreement is expressly conditioned upon the continued availability of Federal and/or State funding for the purposes of conducting the contemplated clinics. Should funds become unavailable, or should appropriate Federal or New York State officials fail to approve sufficient funds for the conduct of the programs to be provided by Lessee, the Lessee shall have the option to immediately terminate this Agreement upon written notice to the Lessor. In such event, the Lessee shall be under no further obligation

to Lessor other than payment for rent incurred prior to termination and, in no event, will the Lessee be responsible for any actual or consequential damages as a result of such termination.

In order for the Lessor to receive payment from the Lessee, the Lessor agrees to abide by the "Certificate Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements", which document is attached hereto and made a part of hereof and marked as Appendix A.

5. **TERMINATION** – In addition to any other termination language contained herein, this agreement may be terminated by either party at any time by giving written notice to the other party at least thirty (30) calendar days prior to the date of termination.

6. **WASTE MANAGEMENT** – In accordance with Oneida County Board of Legislators Resolution #249, passed May 26, 1999, all waste and recyclables generated by Lessor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed on the date or dates hereinafter written, the later of which shall be the effective date of this Agreement.

ONEIDA COUNTY, NY, Lessor

FIRST PRESBYTERIAN CHURCH
OF HOLLAND PATENT, Lessee

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

By: Susan Poole Solomon
Name: Susan Poole Solomon
Title: Pastor

Approved as to form:

By: [Signature]
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

- 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: Susan Poole Solome
Name: Susan Poole Solome

Oneida County Executive

Approved as to Form only

Oneida County Attorney

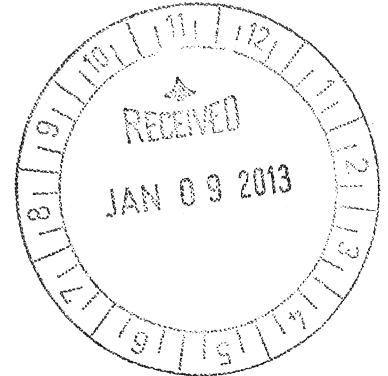


December 31, 2012

FN 20 13 - 040

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

ECONOMIC DEVELOPMENT
& TOURISM



WAYS & MEANS

Dear Mr. Picente:

In reviewing the Students in Other Community Colleges cost center it is estimated there will be a shortfall for the year of approximately \$38,000. This is a result of more students opting to attend other community colleges instead of attending Mohawk Valley Community College and increases in the tuition reimbursements throughout New York State.

Fortunately, there is an estimated surplus in the Onondaga County Community College budget which will cover part of the estimated shortfall and an anticipated surplus in the Unemployment Contingency account cover the remainder.

I therefore request your Board approval for the following 2012 fund transfer:

TO:

AA# A2490.4942- Students in Other Community Colleges, Herkimer \$40,000.

FROM:

AA# A2490.4943 - Students in Other Community Colleges, Onondaga CCC \$ 2,000.

AA# A1998.850 - Contingent - Unemployment..... \$38,000.

Total \$40,000.

Respectfully submitted,

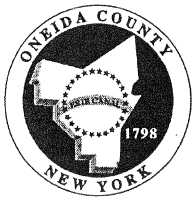
Thomas B. Keeler
Budget Director

Attach.

Cc: County Attorney
Comptroller
Budget Director

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

Anthony J. Picente, Jr.
County Executive
Date 1/8/13



ONEIDA COUNTY DEPARTMENT OF LAW

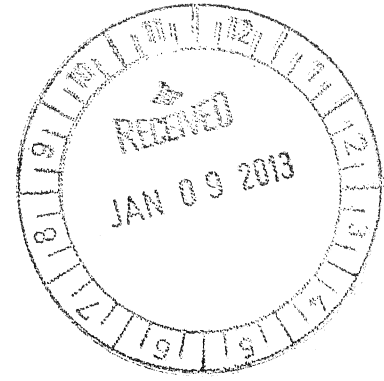
Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax (315) 798-5603

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

December 18, 2012

FN 20 13-041



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

PUBLIC SAFETY

WAYS & MEANS


Dear Mr. Picente:

The New York State Office of Indigent Legal Services (OILS) has awarded Oneida County with another supplemental grant which is intended to improve efficiency and access for indigent persons receiving legal representation. These services are to be delivered through several Oneida County departments, including the Supplemental Assigned Counsel Program, and both the criminal and civil Public Defenders' offices.

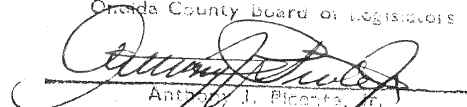
Enclosed for your review and approval is a contract which outlines the details of how this award, in the amount of \$538,146.00 is to be spent, as approved by the NYS OILS board. As we were previously informed, this grant is for a period of three years. All three County departments have been able to prepare for the staff changes that these funds will support.

Thank you for your consideration of this grant award and program plan. If it meets with your approval, I respectfully request that you forward it to the Board of Legislators for action.

Very truly yours,


Gregory J. Amoroso, Esq.
County Attorney

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


Anthony J. Picente, Jr.
County Executive

Date 1/8/13

Oneida Co. Department: Assigned Counsel

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NYS Office of Indigent Legal Services
State Capitol, Room 128
Albany, New York 12224

Title of Activity or Service: Supplemental Grant for Indigent Defense

Proposed Dates of Operation: June 1, 2012 through May 31, 2015

Client Population/Number to be Served: Indigent community members as assigned by the Court system

Summary Statements

- 1) **Narrative Description of Proposed Services;** Additional staff will be provided to the County departments that provide indigent defense, including both the public defenders (civil and criminal).
- 2) **Program/Service Objectives and Outcomes:** These funds will assist in meeting the additional staff support needed to address the growing indigent population in the County.
- 3) **Program Design and Staffing** As outlined in the attached program plan and grant award documents.

Total Funding Requested: \$ 538,146.00

Account # Varies as noted

Oneida County Dept. Funding Recommendation: \$ 538,146.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% New York State

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT
BETWEEN THE
NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES
AND
COUNTY OF ONEIDA, NEW YORK
C000230

This Agreement, between the New York State Office of Indigent Legal Services, State Capitol, Room 128, Albany, New York 12224 (“ILS”) and County of Oneida, New York (“County”), is for the provision of funds to assist County in improving the quality of indigent legal services provided by such County pursuant to article 18-B of the county law, in accordance with this Agreement and (i) the Budget, annexed as Appendix B hereto and made a part hereof, (ii) Payment and Reporting Schedule, annexed as Appendix C hereto and made a part hereof and (iii) Program Work Plan, annexed as Appendix D hereto and made a part hereof.

I. TERM

When signed by the parties and approved by the New York State Attorney General and the Office of the New York State Comptroller (“OSC”), this Agreement shall be in effect for a term of three years, commencing on June 1, 2012 and terminating on May 31, 2015, unless terminated earlier or extended pursuant to its terms.

II. AMENDMENT

A. This Agreement may be amended only upon the mutual written agreement of the parties.

B. As set forth in Section V(A) below, no such amendment of this Agreement shall

increase the maximum amount of funds distributed to County unless an additional distribution has been awarded that names County as the recipient.

C. Any such amendment of this Agreement shall be subject to approval by Office of the New York State Comptroller.

D. To modify the Agreement, the parties may revise or complete Appendix X, attached hereto and made a part hereof.

III. TERMINATION

A. ILS may terminate this Agreement upon thirty (30) days written notice of termination to County, if County fails to comply with terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.

B. This Agreement may be terminated without cause by ILS upon ninety (90) days written notice to County.

C. This Agreement may be terminated by County with cause upon sixty (60) days written notice to ILS.

D. In the event of the termination of this Agreement by either party, all remaining funds paid to County that are not subject to allowable costs already incurred by the County shall be returned to ILS. In any event, no liability shall be incurred by ILS or the State of New York beyond monies available for the purpose of this Agreement.

E. Within thirty (30) days of the effective date of termination, County shall render a final statement of allowable expenditures.

F. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event ILS shall notify County upon learning of such unavailability of funds. However, any such suspension shall not be deemed to extend the term of

the Agreement beyond the expiration date as set forth in Section I above.

IV. SCOPE OF SERVICES

A. County shall provide the services and meet the program objectives summarized in the Budget (Appendix B) and Program Work Plan (Appendix D) in accordance with provisions of the Agreement, relevant laws, rules and regulations, and administrative and fiscal guidelines. Such Program Work Plan shall contain a description of the services to be provided by County, the schedule for the provision of these services by County and the performance criteria pursuant to which the County shall be evaluated.

B. If County enters into subcontracts for the performance of work pursuant to this Agreement, County shall take full responsibility for the acts and omissions of its subcontractors. Nothing in this subcontract shall impair the rights of ILS or the State of New York under this Agreement. No contractual relationship shall be deemed to exist between the subcontractor and ILS or the State of New York.

V. FUNDS DISTRIBUTED

A. The maximum amount of funds payable to County under this Agreement shall not exceed \$538,146.00. As set forth in Section II(B) above, the funds payable to County made pursuant to an amendment may not exceed the total maximum funds already authorized for the Agreement, unless an additional distribution has been awarded that names County as the recipient of funds during the term of the amendment.

B. The budget for the term of the Agreement is set forth in Appendix B to this Agreement, and shall consist of an annual budget for each of the three years of the Agreement. In the event that additional funding becomes available at any time during the term of this Agreement, a new budget shall be prepared and shall replace or supplement the budget now set

forth in Appendix B. This new budget shall be incorporated into this Agreement as a revised Appendix B pursuant to the amendment document entered into by the parties in accordance with Section II above.

C. Throughout the term of this Agreement, County shall be reimbursed only for costs actually incurred in accordance with this Agreement and with Appendices B, C and D.

D. Except as otherwise provided in Paragraph F below, payments shall be made in arrears on a quarterly basis and shall be processed upon submission by County and approval by ILS of appropriate statements and vouchers in a format approved by ILS and OSC.

E. When the Agreement is signed by the parties and approved by the New York State Attorney General and OSC, County may request an advance payment of up to 25% of the current appropriation, by submitting a written request to ILS containing sufficient supporting documentation of allowable expenditures to be incurred during the applicable period. ILS may approve or reject such request in its sole discretion and, if approved, shall determine the length of the applicable period for such advance payment. Upon approval of such request, ILS shall submit a voucher to OSC for payment to County in the approved amount of the request.

F. If an advance payment has been made to County, within thirty (30) days following the expiration of the applicable period for which the advance payment was made, County shall submit to ILS a final reconciliation statement detailing the allowable expenses incurred by County during such applicable term.

G. After every three (3) months of the three year term in which this Agreement is in effect, County may submit to ILS an expenditure voucher detailing the approved actual costs incurred pursuant to this Agreement during the immediately preceding three (3) month period. These expenditure vouchers shall be submitted by County to ILS no later than thirty (30) days

after the close of each three (3) month period commencing on the effective date of the Agreement, as set forth in Section I above. Following review and approval of County's three (3) month expenditure voucher, the ILS shall, no later than thirty (30) days after receipt of such expenditure voucher from County, submit a voucher to OSC for payment to County based on the approved expenses.

H. No funds provided to County by ILS pursuant to this Agreement may be used for any partisan political activity or for any activities that may influence legislation or the election or defeat of any candidate for public office or for the advancement or defeat of any ideological, political or social issue.

I. The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

VI. REPORTING; RECORD KEEPING; MONITORING; AUDITS

A. In addition to the fiscal reporting requirements set forth in Section V above, County shall submit such other oral and written reports concerning its provision of services and use of funds as are set forth herein and in Appendices B, C and D and as may be required from time to time by ILS.

B. Within forty-five (45) days of the conclusion of each 12-month period in which this Agreement is in effect, County shall submit a program report to ILS.

C. County shall be required to retain all financial records pertaining to this

Agreement for a period of six (6) years after the termination of the Agreement.

D. ILS, OSC, the state and any other governmental entity providing funding to County pursuant to this Agreement shall have the right to perform both pre- and post-audits of County's records relating to the receipt and expenditure of any funds provided pursuant to this Agreement.

VII. ASSIGNMENT

The rights and obligations of County under this Agreement may not be assigned, conveyed, transferred or subcontracted by County without the prior written authorization of ILS.

VIII. INDEMNIFICATION

County 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 County or its subcontractors pursuant to this Agreement. County shall indemnify and hold harmless ILS and the State of New York 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.

IX. NOTICES

All written notices and communications made pursuant to this Agreement shall be delivered to the addresses set forth below or to such other addresses as the parties may from time to time provide to each other. All notices shall be deemed received on the fifth (5th) business day after mailing or upon delivery, if delivered by hand.

Notification to ILS:

Office of Indigent Legal Services
State Capitol, Room 128
Albany, New York 12224

Notification to County:

Thomas B. Keeler
Budget Director
Oneida County
800 Park Ave.
Utica, New York 13501
(315) 798-5805
tkeeler@ocgov.net

X. MISCELLANEOUS PROVISIONS

A. This Agreement, including all its appendices, constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter herein.

B. Standard Clauses for New York State Contracts, consisting of standard terms for New York State contracts, is attached hereto as Appendix A and made a part hereof.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

D. If any part of this Agreement is found to be unenforceable for any reason, that part shall be deemed to be deleted and all other terms, conditions and provisions of this Agreement shall remain in full force and effect.

E. The obligations of ILS under this Agreement shall be limited to the extent that monies are appropriated or otherwise available therefor.

F. The captions contained in this Agreement are intended for convenience and referenced purposes only and shall in no way be deemed to define, limit, or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

G. In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of the Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

H. Neither party will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, typhoons, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

I. 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.

ILS Contract Number: C000230

ILS Certification

ILS certifies that an original or photocopy
of this signature page will be attached to
every exact copy of this Agreement

COUNTY OF ONEIDA

NEW YORK STATE OFFICE OF
INDIGENT LEGAL SERVICES

By: _____

By: _____

Name: _____

Name: William J. Leahy

Title: _____

Title: Director

Date: _____

Date: _____

Attorney General:
ERIC T. SCHNEIDERMAN

State Comptroller:
THOMAS P. DINAPOLI

By: _____

By: _____

Date: _____

Date: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF)

On this _____ day of _____, 20__ before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he resides in _____, that s/he is the _____ of _____, the organization described in the above instrument; that s/he had the authority to sign same; and that s/he did duly acknowledge to me that s/he executed the same as an act and deed of said organization.

NOTARY PUBLIC

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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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).

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.

**APPENDIX B
BUDGET**

**Office of Indigent Legal Services
Three-Year Distribution
COUNTY OF ONEIDA**

June 1, 2012 - May 31, 2015

Total Contract Amount: \$538,146.00

	FTE	Year 1	Year 2	Year 3
Personnel				
> Assistant Public Defender III - Criminal (P36 Step 1)	100%	46,572.00	0.00	0.00
> Assistant Public Defender III - Criminal (P36 Step 1)	100%	0.00	11,643.00	0.00
> Assistant Public Defender III - Criminal (P36 Step 2)	100%	0.00	42,729.00	0.00
> Assistant Public Defender III - Criminal (P41 Step 2)	100%	0.00	0.00	33,175.00
> Assistant Public Defender III - Criminal (P41 Step 3)	100%	0.00	0.00	24,486.00
> Paralegal Assistant - Criminal (W25 Step 1)	100%	31,410.00	0.00	0.00
> Paralegal Assistant - Criminal (W25 Step 2)	100%	0.00	32,694.00	0.00
> Paralegal Assistant - Criminal (W25 Step 3)	100%	0.00	0.00	33,866.00
> Assistant Public Defender III - Civil (P46 Step 1)	50%	33,247.00	0.00	0.00
> Assistant Public Defender III - Civil (P46 Step 2)	50%	0.00	34,253.00	0.00
> Assistant Public Defender III - Civil (P46 Step 3)	50%	0.00	0.00	35,347.00
> Senior Office Specialist I - Civil (W12 Step 1)	100%	19,786.00	0.00	0.00
> Senior Office Specialist I - Civil (W12 Step 2)	100%	0.00	19,786.00	0.00
> Senior Office Specialist I - Civil (W12 Step 3)	100%	0.00	0.00	19,786.00
PERSONNEL SUBTOTAL		131,015.00	141,105.00	146,660.00
> Fringe Benefits @ 36.15439%		47,367.00	0.00	0.00
> Fringe Benefits @ 26.41791%		0.00	37,277.00	0.00
> Fringe Benefits @ 21629681%		0.00	0.00	31,722.00
TOTAL PERSONNEL		178,382.00	178,382.00	178,382.00
OTPS				
Desk/computers/other office furniture/equipment for new employees Supplies, printing and postage Consultants: Public relations, graphic designer Other Operating costs		1,000.00	1,000.00	1,000.00
Indirect costs @ approximately 7.92%		0.00	0.00	0.00
TOTAL OTPS		1,000.00	1,000.00	1,000.00
TOTAL		179,382.00	179,382.00	179,382.00
TOTAL FOR THREE YEARS				538,146.00

APPENDIX C

County of Oneida C000230

PAYMENT AND REPORTING SCHEDULE

For All Counties:

1. County agrees that this is a reimbursement-based contract. All requests for reimbursement must reflect actual costs that have been disbursed or items received by the County. A purchase order issued without receipt of the items or services is not eligible for reimbursement.
2. To the extent permitted by law and regulation, ILS may, at its own discretion, make an advance payment to the County, up to 25% of the current appropriation, upon submission of sufficient supporting documentation of allowable expenses to be incurred during the applicable period. ILS shall determine the length of the applicable period. Said advance may be eligible for payment only upon approval of this Agreement by the Attorney General and by the Comptroller of the State of New York and upon submission to ILS by the County of a properly executed State of New York Standard Voucher in a form acceptable to ILS and to the Comptroller of the State of New York. The County will refund any unexpended advance balance at the end of the applicable period to ILS. In the event either party terminates the contract prior to the end of the applicable period, County agrees to refund to ILS immediately any advance balance then outstanding.
3. Counties must submit all required fiscal reports, supporting documentation and program reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the program reports, or any other report as may be required, may result in a disallowance of 25 percent (25%) of the distribution amount. Final vouchers, reimbursement payment and reports must be submitted within 60 days of the end of the contract period. Failure to voucher within this period may result in the loss of distribution funds.
4. Vouchers shall be submitted in a format acceptable to ILS and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the 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 distribution, would have been made available by the County for this program.

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

Office of Indigent Legal Services
State Capitol
Room 128
Albany, NY 12224

5. Payment Schedule

All submitted vouchers will reflect the County's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and supporting documentation as required, and by an Invoice/Expense Statement for the reporting period. ILS reserves the right not to release subsequent distribution or grant awards pending County compliance with this Agreement. In the event that any expenditure for which the County has been reimbursed by distribution funds is subsequently disallowed, ILS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the County may be required to submit a final budget reallocation. Invoice/Expense Statements must be submitted showing distribution expenditures and/or obligations for each quarter within 45 days after the last day of the quarter for the reporting period.

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/Contractual Expenditures
- Supporting Documentation
- Voucher and Fiscal Cost Report signed

Throughout the term of this Agreement, County shall be reimbursed only for costs actually incurred in accordance with this Agreement and with Appendices B and D. Except as provided in Paragraph 2 above, payments shall be made in arrears on a quarterly basis and shall be processed upon submission by County and approval by ILS of appropriate statements and vouchers in a format approved by ILS and the Office of the State Comptroller (OSC).

After every three (3) months of the 36-month period in which this Agreement is in effect, County shall submit to ILS an expenditure voucher detailing the approved actual costs incurred pursuant to this Agreement during the immediately preceding three (3) month period. These expenditure vouchers shall be submitted by County to ILS no later than thirty (30) days after the close of each three (3) month period commencing on the effective date of the Agreement, as set forth in Section 1 of the Agreement. Following review and approval of County's three month expenditure voucher, and no later than 30 days after receipt of such expenditure voucher from

County, ILS shall submit a voucher to OSC or other appropriate agency for payment to County based on the approved expenses.

6. Contract Payments

County shall provide complete and accurate billing invoices to ILS in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, ILS and the State Comptroller.

7. Budget Revisions

County may make revisions to the Budget contained in Appendix B up to the amount of ten percent (10%) of any direct cost category item without prior approval of ILS. County agrees to submit in writing any and all revisions made pursuant to this to ILS for informational purposes.

Budget revisions in excess of ten percent (10%) of any budget item or which affect changes in the work plan shall be submitted in writing to ILS accompanied by justification therefor and are subject to approval by ILS and OSC. Any submission under this section shall contain as an attachment thereto, all prior budget revision submissions made to ILS under this section since the last approved revision under this section. ILS shall notify the County in writing, of the approval of such budget revisions by ILS and OSC, or shall, also in writing, notify the County of the disapproval of such budget revisions and particularize the reasons for such disapproval.

APPENDIX D

Work Plan

Office of Indigent Legal Services

May 2012 ILSB Distribution

Description and Schedule of County's Services and Performance Criteria

June 1, 2012- May 31, 2013

County of Oneida

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1:

- To increase the Public Defender's Office - Criminal with one full time Attorney and increase a part time Attorney to Full Time in the Public Defender's Office – Civil. This will help to reduce the case load per attorney in each department and with the three year grant from ILS Fund Oneida County will be able to afford it!

Performance Measure:

- Case Load that each attorney carries should decrease as a result of being able to spread the work around to more attorneys.
- Clients will have better access to their attorney before the trial or hearing starts.

Program Location:

- Various offices of the Public Defender, Jail settings and Court Houses.

Task #2:

- To hire a full time paralegal for the Public Defender's Office – Criminal and hire a full time Senior Office Specialist for the Public Defender's Office – Civil. This will help to improve the time it takes to complete the various paperwork associated with these cases.

Performance Measure:

- Reduce the turnaround time for all the paperwork to be completed on a closed case or an ongoing case or motions.

- Cases may be able to be completed faster due to the fact the attorneys will have the necessary paperwork in a timely manner.

Program Location:

- Various offices of the Public Defenders.

APPENDIX X

Agency Code #01140

Contract No. _____

Contract Period: June 1, 2012 – May 31, 2015

Funding Amount for Period: _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Office of Indigent Legal Services, having its principal office at State Capitol, Room 128, Albany, New York (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the County), for modification of Contract Number _____.

1. Said Agreement is hereby extended for an additional _____ month period expiring _____, as provided for in the original AGREEMENT
2. Except as modified herein, all other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

STATE OF NEW YORK)

) SS.:

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 corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary): _____

ATTORNEY GENERAL’S SIGNATURE

STATE COMPTROLLER’S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

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

FN 20 13-042

PUBLIC SAFETY

December 3, 2012

WAYS & MEANS

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



Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$45,000.00. The grant period is from January 1, 2013 through December 31, 2013. Matching funds are not required.

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

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

Thank you for your time and assistance in this matter.

Reviewed and approved for submit to the
Oneida County Court on behalf of

Date 1/8/13

Sincerely,

Scott D. McNamara
Oneida County District Attorney

SDM/jb
Enc.

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

District Attorney

Proposed Dates of Operation:

01/01/2013 – 12/31/2013

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

Funds will be used to allow this program to serve a target population or provide a type of service heretofore not served/provided and are in keeping with Byrne/JAG Program guidelines.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing:

These funds will hire an Outreach Worker who will be a part-time employee that will conduct interviews, intakes and screenings of clients to discern needs and make referrals to appropriate agencies or contact persons. These funds will also hire independent contractors that will begin the scanning progress of our closed cases in our effort to become paperless.

Total Funding Requested:

\$45,000.00

Account #:

A4321.2

A1165.109

Oneida County Dept. Funding Recommendation:

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

\$45,000.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
Acting through Oneida
County District Attorney

(Hereinafter referred to
as the County)

FUNDING SOURCE

NYS Division of Criminal Justice
4 Tower Place
Albany, New York 12203-3702

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: 01/01/13
To: 12/31/13

COUNTY RESOLUTION NO.

Adopted on:

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved	Matching
Budget: \$45,000.00	Funds:	Funds: \$0

GENERAL LIABILITY INSURANCE:

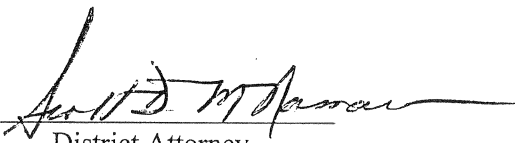
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County District Attorney, and the Service Provider referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
District Attorney

Approved as to form

By: _____
Oneida County Attorney

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T632697 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> Byrne JAG <u>DCJS NUMBERS:</u> BJ12632697 <u>CFDA NUMBERS:</u> 16.738</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2013 TO 12/31/2013 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$45,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Byrne JAG

Project No.**Grantee Name**

BJ12-1111-D00

Oneida County

12/03/2012

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

Byrne JAG

Project No.

Grantee Name

BJ12-1111-D00

Oneida County

12/03/2012

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

Byrne JAG

Project No.**Grantee Name**

BJ12-1111-D00

Oneida County

12/03/2012

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, 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 \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, 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 writing and 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:

www.whitehouse.gov/omb/circulars.

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 which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. 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 which result in a change of 10 percent or less to any budget category, 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. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

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 and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports 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 and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

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; May 15

April 1 - June 30; August 15

July 1 - September 30; November 15

October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, 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 within 45 days after 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;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the 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:
www.whitehouse.gov/omb/circulars.

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.

VER:05/05/10

Certified by - on

Award Contract

Byrne JAG

Project No.**Grantee Name**

BJ12-1111-D00

Oneida County

12/03/2012

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County District Attorneys Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Outreach Worker - approx 17.5 hrs week	1	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00
Justification: A part-time employee that will conduct interviews, intakes and screenings of clients to discern needs and make referral to appropriate agencies or contact persons.						
Total				\$30,000.00	\$30,000.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Independent Contractors	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
Justification: To hire independent contractors to begin scanning closed case files in an effort to become paperless.						
Total				\$15,000.00	\$15,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$45,000.00	\$45,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$45,000.00	\$45,000.00	\$0.00

Award Contract

Byrne JAG

Project No.**Grantee Name**

BJ12-1111-D00

Oneida County

12/03/2012

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 within 45 days of 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 Finance with its final fiscal cost report within 45 days of 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.state.ny.us/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 (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). 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 Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
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 Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and 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 must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for 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 Personal Services and Non Personal Services budget categories by more than 10 percent.
 - 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, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any 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.

VER012510

Certified by - on

Award Contract

Byrne JAG

Project No.

Grantee Name

BJ12-1111-D00

Oneida County

12/03/2012

APPENDIX D - Work Plan

Goal

To represent the Office of the District Attorney in the community at large, with a particular emphasis upon fostering an atmosphere of mutual understanding, trust, inclusion and cooperation between law enforcement and various ethnic, socio-economic and religious populations within Oneida County. To promote these objectives by facilitating the education of and communication amongst various stakeholders. To further the mission of the Office of the District Attorney by building trust and cooperation between law enforcement/prosecution and those in the community who are or will become crime victims, witnesses and potential jurors.

Objective #1

To bring together various groups within the community together to attend racial justice and diversity seminars.

Task #1 for Objective #1

To regularly conduct racial justice and diversity training seminars in various venues within the community. To organize and moderate such sessions, bringing together various groups, including but not limited to police, prosecutors, government employees, business leaders, educators, human services professionals, not-for-profit organizations and various representatives of ethnic, socio-economic and religious communities within the general population.

Performance Measure

- 1 The number of seminars that are conducted.

Objective #2

Re-Entry Counseling - To further the objectives of the New Life Institute by providing counseling and to help facilitate the training and education of recent parolees, persons on probation and youths at risk.

Task #1 for Objective #2

To further the objectives of the New Life Institute by providing counseling and helping to facilitate the training and education of recent parolees, persons on probation and youths at risk of becoming involved in the criminal justice system either as first time offenders or recidivists.

Performance Measure

- 1 The number of parolees, probationers and youths who receive counseling.

Objective #3

Community Outreach - To attend and participate in meetings held by various citizens groups throughout the community.

Task #1 for Objective #3

To attend and participate in meetings held by various citizens groups throughout the community, with an emphasis upon group meetings where issues that affect the quality of life for ethnically and racially diverse members of the population are discussed. To act as a liaison of the District Attorney's Office and to communicate with individuals, victims and their family members as well as concerned citizens in criminal cases where race and/or ethnicity is a concern. Such duties might include, but not be limited to situations where either

a hate crime has occurred, or where the race and/or ethnicity of a victim, witness or defendant has arisen as an issue of concern.

Performance Measure

1 Number of meetings attended within the community.

Objective #4

To report directly to the federal Bureau of Justice Assistance (BJA) on performance measures for grant programs that are supported by Byrne JAG AARA or Byrne JAG funds through the Performance Measurement Tool (PMT) for each quarter of the contract year. (PLEASE NOTE: YOU DO NOT NEED TO FILL ANYTHING OUT IN GMS FOR THIS OBJECTIVE. THIS IS INFORMATIONAL ONLY).

Task #1 for Objective #4

The grantee will sign onto the PMT at <https://www.bjaperformancetools.org> utilizing the ID, password and instructions provided by DCJS and complete the assigned sections within 30 days of the end of the calendar quarter.

Performance Measure

1 Completed PMT Report.

Award Contract

Byrne JAG

Project No.**Grantee Name**

BJ12-1111-D00

Oneida County

12/03/2012

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 to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

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.

The following special conditions apply to contracts with county or municipal governments as appropriate:

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.

Law enforcement Grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257.

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

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

Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS.

ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports

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

In addition to the submission of program progress reports as outlined in Appendix A-1, the Grantee is also required to report quarterly through the federal Performance Measurement Tool (PMT) to the federal Bureau of Justice Assistance (BJA) on performance measures. The grantee will sign onto the PMT utilizing the ID, password and instructions provided by DCJS and follow appropriate procedures to report data within 15 days after the end of the calendar quarter. Information about these Performance Measures can be found at: http://www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf

JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.

No monies from this award or the accompanying match may be obligated to support the investigation, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capability to ensure compliance and monitor activities.

FFY 2008 expenditures must be made by September 30, 2012. FFY 2009 expenditures must be made by September 30, 2013. FFY 2010 expenditures must be made by September 30, 2013. FFY 2011 expenditures must be made by September 30, 2014. FFY 2012 expenditures must be made by September 30, 2015. Any extension requests beyond these time frames is contingent upon BJA's approval of the State's request for an award extension.

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