

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

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION JANUARY 26, 2011

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

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www.ocgov.net



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Minority Leader

January 20, 2011

FN 20 11 - 036

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

WAYS & MEANS

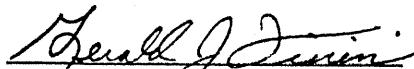
RE: **Scheduling of Public Hearing for Consolidated Agricultural District #3 –
Towns of Boonville, Forestport, Remsen and Steuben**

Dear Mike,

I have received a letter from Farmland Protection Board Chair, Brymer Humphreys requesting a Public Hearing on Agricultural District #3. Pursuant to his request, please prepare a docket scheduling a public hearing for **7:00 PM on Wednesday, February 23rd in the Steuben Town Hall, 9458 Soule Road.**

In order to allow ample time to notify the landowners, I would ask that the Ways and Means Committee and the full Board of Legislators vote upon the docket at the meeting of **January 26, 2011.**

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

cc: All FPB Members
Commissioner of Agriculture and Markets
Commissioner of DEC



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Paul Kirk ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale
Patrick H. Brennan ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam

Clifford Kitchen

January 20, 2011

M. Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

**RE: Scheduling of Public Hearing for Consolidated Agricultural District
#3 – Towns of Boonville, Forestport, Remsen and Steuben**

Dear Mr. Fiorini:

The Oneida County Agricultural and Farmland Protection Board will meet on the above referenced district and will make its recommendations.

Therefore, I ask that through the Board of Legislators, we schedule a public hearing for **7:00 PM on Wednesday, February 23rd, 2011** in the Steuben Town Hall, 9458 Soule Road and request that the docket be considered by Ways & Means and the full Board at their next available opportunity, which would be **January 26th**.

I thank you in advance for your cooperation.

Very truly yours,

BRYMER HUMPHREYS, CHAIRMAN
AGRICULTURAL AND FARMLAND PROTECTION BOARD

cc: All FPB Members
Commissioner of Agriculture and Markets
Commissioner of DEC



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

LINDA M.H. DILLON
COUNTY ATTORNEY

FN 20 17 - 33

January 12, 2011

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

WAYS & MEANS

RE: Reynold Turner c. County of Oneida County

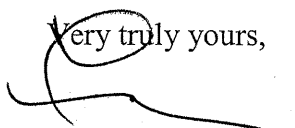
Dear Mr. Picente:

I am in receipt of correspondence from Attorney David H. Walsh, IV, counsel for the County on this matter, recommending that the above referenced claim against the County be settled in the amount of \$10,000.

I agree with the recommendation of settlement for the reasons set forth in Mr. Walsh's letter and I ask that this matter be referred to the Board of Legislators for their approval at their **January 26, 2011** regular session.

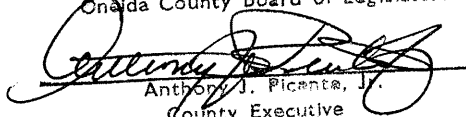
Thank you.

Very truly yours,


Linda M.H. Dillon
County Attorney

Cc: David H. Walsh, IV, Esq.
Robert M. Maciol, Sheriff

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


Anthony J. Picente, Jr.
County Executive

Date 1/20/11

PETRONE & PETRONE, P.C.

Attorneys at Law

John R. Petrone II *
Lori E. Petrone
Mark J. Halpin
Mary Ellen Luker
Janet F. Neumann
Kathleen A. Lupia
James H. Cosgriff III
David H. Walsh IV
Mark O. Chicco
Louis J. Tripoli

Marcus M. Curry
(1924-1996)

108 West Jefferson Street
Suite 305
Syracuse, NY 13202
(315) 476-0104
FAX (315) 476-0107

1624 Genesee Street
Utica, NY 13502
(800) 521-1260
FAX (315) 735-5368

465 New Karner Road
Albany, NY 12205
(800) 521-1260
FAX (315) 735-5368

5500 Main Street
Suite 342
Williamsville, NY 14221
(800) 521-1260
FAX (716) 204-2509

205 St. Paul Street
Suite 300
Rochester, NY 14614
(800) 521-1260
FAX (315) 735-5368

* Also admitted in Pennsylvania

January 19, 2011

Linda M.H. Dillon, Esq.
County Attorney
Oneida County
800 Park Avenue
Utica, New York 13501

**RE: Reynold Turner, as Administrator of the Estate of Reynold Turner, Jr.,
Deceased v. Oneida County Sheriff's Department et al.**

Dear Ms. Dillon:

As counsel for the Oneida County parties to this matter, I am recommending that the matter be settled for the sum of \$10,000.

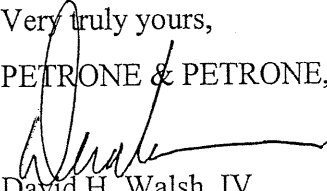
This matter involved an inmate at the Oneida County Correctional Facility who was placed in Pod 3, a special watch ten minute tour housing area for inmates who have or are prone to mental health episodes while incarcerated. On August 2, 2007, at approximately 6:23 p.m., Mr. Turner was locked in this unit and issued a disciplinary notice for disorderly conduct. At approximately 6:50 p.m. that evening, Mr. Turner wrapped a bed sheet around his neck and affixed it to the window in his cell and committed suicide.

The County's exposure in this matter stems from the absence of an electronic swipe evidencing that there was a supervisory tour of the unit at the time that the suicide was estimated to have occurred.

The County will be contributing to the agreed upon settlement demand which will require contributions totaling \$40,000 from two other named defendants. I strongly urge that the Board of Legislators approve of the recommendation of settlement contained herein.

Thank you.

Very truly yours,
PETRONE & PETRONE, P.C.


David H. Walsh, IV

DHW:ppn

JOSEPH J. TIMPANO
Comptroller

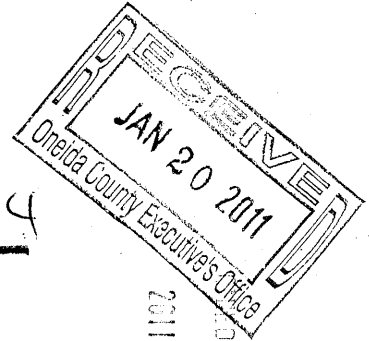


SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building • 800 Park Avenue • Utica, New York 13501
(315) 798-5780 • Fax: (315) 798-6415
E-Mail: jtimpano@ocgov.net



Memo

FN 20 11 - 034

through

FN 20 11 - 044

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: January 20, 2011
Re: Bond Resolutions

2011 JAN 21 PM 12:47
RECEIVED
BOARD OF COUNTY LEGISLATORS

Please refer to the attached schedule of 11 bond resolutions totaling \$7.8 M. These resolutions are the funding source for 11 current and 1 prior capital project adopted by the Board of Legislators.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed (often less than the amounts budgeted and authorized). If all these new authorizations are approved we expect to issue \$7.6M of this amount as well as \$4M for projects that were authorized in prior years for a total of \$11.6M. The General fund principal pay down will be \$11.8M in 2011. Our outstanding balance at December 31, 2011 will therefore decrease to \$123.9M. (Please note that these figures do NOT include the \$15.9M of outstanding sewer debt at December 31, 2010).

I respectfully request that Ways and Means consider these resolutions at their February 16, 2011 meeting so they may be acted upon by the full Board of Legislators at their March 16, 2011 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Daniel Ruzbasan, Auditor III

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

Date 1/21/11

2.

Capital Project Name	Proj #	Bond Authorization		Estimated Amounts
		Authorization	Resolution Amounts	To Be Issued
				2011
MVCC - Roof Replacements	34 338	\$	200,000	\$ 200,000
Griffiss Airfield	35 339	\$	375,375	\$ 220,000
Comprehensive Bldg Phase 3	37 363	\$	691,000	\$ 691,000
Consol County Road Phase 3	38 373	\$	3,000,000	\$ 3,000,000
County Highway Bridge Phase 3	39 374	\$	1,500,000	\$ 1,500,000
Const/Maint/Snow Equip Phase 3	40 376	\$	700,000	\$ 700,000
Light Duty Equipment Phase 3	40 377	\$	90,000	\$ 90,000
OC Business Park Infrastructure	41 399	\$	204,000	\$ 204,000
H - OCOB Parking Lot Improvements	*42 402	\$	185,000	\$ 185,000
County Wide Computerization	44 433	\$	350,000	\$ 350,000
COB Parking Garage Rehab	43 454	\$	300,000	\$ 300,000
Aviation/MVCC Bldg 221 Modifications	36 455	\$	200,000	\$ 200,000
Total		\$	7,795,375	\$ 7,640,000
<i>* 2008 adopted budget</i>				
Projects previously authorized but not issued				
COB Asbestos Abatement H305 (adopted 2010 budget)		\$		2,000,000
MVCC Athletic & Phys Ed Facilities H336 (adopted 2008-2009 budget)		\$		2,000,000
		\$		4,000,000
Total estimated debt to be issued 2011		\$		11,640,000



O R R I C K

January 10, 2010

ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

Thomas E. Myers
(212) 506-5212 (Direct Dial)
tmyers@orrick.com

VIA E-MAIL (jtimpano@ocgov.net; ccalhoun@ocgov.net)

Mr. Joseph J. Timpano
County Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501

Re: County of Oneida, New York
2011 Capital Projects – Serial Bonds
Orrick File: 42439-2-32

Dear Joe:

In accordance with John Shehadi's request, we have drafted and enclose herewith various bond resolutions covering all of the items requested.

When convenient, could you provide us with evidence of compliance with SEQRA in connection with the projects subject thereto.

Also enclosed is the summary Legal Notice of Estoppel which should be published as soon as possible in the official newspapers of the County after adoption of the resolutions.

When available, please see that we are provided with an originally certified copy of each bond resolution, as well as an original printer's affidavit of publication of the Legal Notice of estoppel.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

/es

Enclosures

cc: Mr. John C. Shehadi (jshehadi@fiscaladvisors.com)

LEGAL NOTICE OF ESTOPPEL

The bond resolutions, a summary of which is published herewith, have each been adopted on March 16, 2011, and the validity of the obligations authorized by such resolutions may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Oneida, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of each of the resolutions summarized herewith is available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Utica, New York,

_____, 2011.

Clerk, County Legislature

BOND RESOLUTIONS EACH DATED MARCH 16, 2011.

RESOLUTIONS AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT AN AGGREGATE MAXIMUM ESTIMATED COST OF \$51,345,375, AND AUTHORIZING THE ISSUANCE OF \$7,795,375 BONDS OF SAID COUNTY TO PAY COSTS THEREOF.

- Objects or purposes:**
- 1) MVCC roof replacements - 25-yr. period of probable usefulness, class of objects or purposes, \$400,000 maximum estimated cost; \$200,000 bonds ; \$200,000 grants. (H338)
 - 2) Griffiss Airfield redevelopment projects, 10-yr. period of probable usefulness, class of objects or purposes, \$43,725,375 maximum estimated cost; \$375,375 additional bonds. (H339)
 - 3) Comprehensive building renovations (Phase 3), 25-yr. period of probable usefulness, class of objects or purposes, \$691,000 maximum estimated cost; \$691,000 bonds. (H363)
 - 4) County road reconstruction (Phase 3), 15-yr. period of probable usefulness, class of objects or purposes, \$3,000,000 maximum estimated cost; \$3,000,000 bonds. (H373)
 - 5) Reconstruction of bridges (Phase 3), 20-yr. period of probable usefulness, class of objects or purposes, \$1,500,000 maximum estimated cost; \$1,500,000 bonds. (H374)

- 6) Construction, maintenance and snow removal equipment (Phase 3), 15-yr. period of probable usefulness, class of objects or purposes, \$790,000 maximum estimated cost; \$790,000 bonds. (H376/H377)
- 7) Business park road reconstruction, 15-yr. period of probable usefulness, specific object or purpose, \$204,000 maximum estimated cost; \$204,000 bonds. (H399)
- 8) Design costs for parking lot improvements at County Office Building, 5-yr. period of probable usefulness, specific object or purpose, \$185,000 maximum estimated cost; \$185,000 bonds. (H402)
- 9) County-wide computerization project, 5-yr. period of probable usefulness, class of objects or purposes, \$350,000 maximum estimated cost; \$350,000 bonds. (H433)
- 10) Design costs for parking garage rehabilitation at the County Office Building, 5-yr. period of probable usefulness, specific object or purpose, \$300,000 maximum estimated cost; \$300,000 bonds. (H454)
- 11) Aviation/MVCC Building 221 modifications, 25-yr. period of probable usefulness, specific object or purpose, \$200,000 maximum estimated cost; \$200,000 bonds. (H455)

INTRODUCTORY
NO. _____

F.N. 2011- 34

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

**EDUCATION, YOUTH
WAYS & MEANS**

A RESOLUTION AUTHORIZING THE ROOF REPLACEMENT AT THE MOHAWK VALLEY COMMUNITY COLLEGE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$400,000, AND AUTHORIZING THE ISSUANCE OF \$200,000 BONDS OF SAID COUNTY TO PAY PART OF THE COST THEREOF (H338).

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The roof replacement at the Mohawk Valley Community College Building in and for said County, including incidental improvements and expenses, is hereby authorized at a maximum estimated cost of \$400,000.

Section 2. The plan for the financing of such maximum estimated cost is as follows:

- (i) by the issuance of \$200,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and
- (ii) by the application of \$200,000 in State grants-in-aid.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2011- 35

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

AIRPORT

INTRODUCED BY: _____

2ND BY: _____

WAYS & MEANS

A RESOLUTION AUTHORIZING COSTS RELATED TO VARIOUS REDEVELOPMENT PROJECTS AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$43,725,375 AND AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$375,375 BONDS OF THE TO PAY PART OF THE COSTS THEREOF. (H339)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. For the object or purpose of paying additional costs related to various redevelopment projects at Griffiss Airfield in and for said County, including incidental costs and expenses, there are hereby authorized to be issued an additional \$375,375 bonds of said County pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now determined to be \$43,725,375, and that the plan for the financing thereof is as follows::

- (i) by the issuance of \$242,947 bonds of said County authorized to be issued pursuant to a bond resolution dated March 27, 2008;
- (ii) by the application of \$42,443,673 grants-in-aid;
- (iii) by the issuance of \$413,380 bonds of said County authorized to be issued pursuant to a bond resolution dated February 25, 2009;
- (iv) by the issuance of \$250,000 bonds of said County authorized to be issued pursuant to a bond resolution dated February 10, 2010; and
- (v) by the issuance of \$375,375 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 14 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

//

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

12.

INTRODUCTORY
NO. _____

F.N. 2011- 036

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

EDUCATION, YOUTH

2ND BY: _____

WAYS & MEANS

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$200,000 BONDS OF THE COUNTY OF ONEIDA, NEW YORK TO PAY THE COST OF AVIATION BUILDING 221 RENOVATION AND IMPROVEMENTS FOR USE BY THE MOHAWK VALLEY COMMUNITY COLLEGE. (H455)

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Building renovation and improvements for use by the Mohawk Valley Community College in and for said County, consisting of aviation/MVCC building 221 modifications, including equipment, furnishings and incidental expenses, are hereby authorized at a maximum estimated cost of \$200,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$200,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable

real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2011- 37

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

PUBLIC WORKS

WAYS & MEANS

A RESOLUTION AUTHORIZING BUILDING RENOVATIONS (PHASE 3) IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$691,000, AND AUTHORIZING THE ISSUANCE OF \$691,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H363)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Building renovations in and for said County, including incidental costs and expenses, are hereby authorized at a maximum estimated cost of \$691,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$691,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2011- 38

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

PUBLIC WORKS

INTRODUCED BY: _____

WAYS & MEANS

2ND BY: _____

A RESOLUTION AUTHORIZING THE RECONSTRUCTION OF ROADS (PHASE 3) IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$3,000,000, AND AUTHORIZING THE ISSUANCE OF \$3,000,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H373)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The reconstruction of roads in and for said County, including acquisition of land or rights-in-land, sidewalks, curbs, gutters, landscaping, grading or improving the rights of way, as well as incidental expenses, is hereby authorized at a maximum estimated cost of \$3,000,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$3,000,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County

Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2011- 39

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

PUBLIC WORKS

INTRODUCED BY: _____

WAYS & MEANS

2ND BY: _____

A RESOLUTION AUTHORIZING A HIGHWAY BRIDGE RECONSTRUCTION PROGRAM (PHASE 3) IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,500,000, AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF SAID COUNTY TO PAY PART OF THE COST THEREOF. (H374)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. A highway bridge reconstruction program in and for said County is hereby authorized, including incidental costs and expenses, at a maximum estimated cost of \$1,500,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,500,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 20 years, pursuant to subdivision 10 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2011- 40

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

PUBLIC WORKS

INTRODUCED BY: _____

WAYS & MEANS

2ND BY: _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$790,000 BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO PAY PART OF THE COSTS OF THE PURCHASE OF CONSTRUCTION, MAINTENANCE AND SNOW REMOVAL EQUIPMENT (PHASE 3) IN AND FOR SAID COUNTY. (H376/H377)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The purchase of construction, maintenance and snow removal equipment for said County, including incidental costs and expenses, is hereby authorized at a maximum estimated cost of \$790,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$790,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

F.N. 2011- 41

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

PUBLIC WORKS

WAYS & MEANS

A RESOLUTION AUTHORIZING ROAD RECONSTRUCTION IN THE BUSINESS PARK IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$204,000, AND AUTHORIZING THE ISSUANCE OF \$204,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H399)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Road reconstruction in the business park in and for said County, including incidental improvements and costs, is hereby authorized at a maximum estimated cost of \$204,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$204,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

PUBLIC WORKS

INTRODUCED BY: _____

WAYS & MEANS

2ND BY: _____

A RESOLUTION AUTHORIZING PRELIMINARY DESIGN WORK FOR PARKING LOT IMPROVEMENTS AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$185,000, AND AUTHORIZING THE ISSUANCE OF \$185,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H402)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Preliminary design work for parking lot improvements at the County Office Building in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$185,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$185,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

PUBLIC WORKS

INTRODUCED BY: _____

2ND BY: _____

WAYS & MEANS

A RESOLUTION AUTHORIZING PRELIMINARY DESIGN WORK FOR PARKING GARAGE IMPROVEMENTS AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$300,000, AND AUTHORIZING THE ISSUANCE OF \$300,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H454)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Preliminary design work for parking garage improvements at the County Office Building in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$300,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$300,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County

Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

35

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

INTRODUCTORY
NO. _____

ONEIDA COUNTY BOARD OF LEGISLATORS

INTERNAL AFFAIRS

RESOLUTION NO. _____

INTRODUCED BY: _____

WAYS & MEANS

2ND BY: _____

A RESOLUTION AUTHORIZING A COUNTY-WIDE COMPUTERIZATION PROJECT IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$350,000, AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H433)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. A County-wide computerization project in and for said County, including incidental improvements and expenses, is hereby authorized at a maximum estimated cost of \$350,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$350,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

January 7, 2011

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

FN 20 11 - 045

HUMAN RESOURCES

Dear Mr. Picente:

WAYS & MEANS

2011 JAN 25 AM 11:45
RECEIVED
ONEIDA COUNTY LEGISLATURE

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

Enclosed are copies of Purchase of Services Agreements for the Mohawk Valley Community Action (Day Care Site - Bldg. 482 Griffiss Child Development). This center provides safe Day Care Services for children 6 weeks to 12 years. The Department pays them for care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is February 1, 2011 through January 31, 2012 paid at the Day Care "Market Rates" as determined by New York State Office of Children and Family Services.

The total paid to support this contract for services between January 1, 2010 and December 31, 2010 was \$ 80,125.41 with a local cost of 4 % or \$ 3,205.02.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 1/25/11

LAS/tms
attachments.

1/7/11
66201

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

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

Day Care Site = Bldg.482 Griffiss Child Development

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: February 1, 2011 through January 31, 2012

Client Population/Number to be Served: Licensed for a total of 112 children 6 weeks - to 12 years.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at Bldg. 482 Griffiss Child Development.

2). Program/Service Objectives and Outcomes -

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates.

Mandated or Non-Mandated – Mandated Service

Oneida County Dept. Funding Recommendation: Account #:A6055.495

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

Federal	84.0 %	\$ 67,305.34
State	12.0 %	\$ 9,615.05
County	4.0 %	\$ 3,205.02

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since 1996 for this service. The Contractor has been paid \$ 80,125.41 for the period January 1, 2010 December 31, 2010 which serviced (43) children during this time frame.

O. C. Department Staff Comments: The Department Contracts with a number of Day Care Centers to ensure the availability of services when needed.

PURCHASE OF SERVICE AGREEMENT
DAY CARE SERVICES

Agreement made this 1ST day of FEBRUARY, 2011, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and GRIFFISS CHILD DEVELOPMENT CENTER, located at BLDG.482 GAFB, ROME, NEW YORK 13440 hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizational feasible for the Department to contract with the Contractor for the performance of these services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

1. The Contractor shall furnish to the Department Day Care Services as follows:

Objectives

(a) To provide quality day care to children between 6 weeks and 12 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

*Mohawk Valley Community Action Griffiss Child Development
Day Care Center Griffiss AFB*

*# 66201
2/1/11-1/31/12*

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, SEE ATTACHED APPENDIX There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least 6 WKS and no more than 12 YEARS of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.

3. This Agreement may be terminated by either party upon 30 days notice to the other party.

4. Performance under this agreement shall commence on FEBRUARY 1, 2011 and shall terminate on JANUARY 31, 2012 and maybe renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the Term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.

Now therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

DATE: _____

BY: _____

Anthony J. Picente Jr.,
Oneida County Executive

DATE: _____

BY: _____

Lucille A. Soldato, Commissioner
Oneida County Department of Social Services

DATE: 1/24/11

BY: _____

Amy Turner
Contractor

Executive Director
Title

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1ST day of FEBRUARY 2011, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and GRIFFISS CHILD DEVELOPMENT CENTER, located at BLDG.482 GAFB, ROME, NEW YORK 13440 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefore.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and

will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

The Contractor agrees to include these requirements in all subcontractors and assignments.

11. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services-may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly

authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964.

18. The parties agrees to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

19. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

20. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

21. The Contractor will retain all fees collected from eligible individuals required to pay

such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

22. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

- a. deny an individual any services or other benefits provided under the program;
- b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
- c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;
- d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;
- e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;
- f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

23. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to

furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. 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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

g. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he

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 the Standards for Privacy of Individually 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;
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 Department's clients;

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, 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 Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement 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 the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement 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 Department 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

has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

h. The Contractor will include the provisions of clauses (a) through (g) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

24. The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

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

25. The Contractor, as a Business Associate of the Department, 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 Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- 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 Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement 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 Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

26. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal

corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

27. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

28. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

29. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any term hereof.

30. By submission of any bid in connection with this agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

(1). The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2). Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

(3). No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the immediate preceding paragraph.

In Witness Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date:

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 1/4/11

Agency: Mohawk Valley Community Action Agency

Authorized Signature: Amy Turner

Print Authorized Name: Amy Turner

Title: Executive Director

.....

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. 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;

A. The applicant 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 application 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 A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

January 10, 2011

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

FN 20 11 - 046

**HUMAN RESOURCES
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 25 AM 11:05

Dear Mr. Picente:

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

The Kids Oneida Inc. has been awarded the Case Planning Program for the Department's active Child Preventive and Protective caseload. This year's program will be operational from January 1, 2011 through December 31, 2011. The maximum cost of this Contract is \$ 638,298 with a local cost of 27.88% or \$ 177,957.48.

This program has served the Department well as a key component of our Preventive Services efforts. The prevention of foster care must be an intensive effort if we are to achieve any success with families. Additionally, we must improve our ability to both return children from foster care at a faster rate, or if this is not possible to legally free them for Adoption.

I am respectfully requesting that this matter be submitted to the Board of Legislators as soon as possible.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente Jr.
County Executive

Date 1/05/11

LAS/tms
attachment

1/10/11
23805

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

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

Title of Activity or Services: Case Planning

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Children & families in need of child welfare services in addition to all adolescents with a goal of independent living.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The need for preventive services is projected to increase substantially both for the adolescent population and/or a significant number of young children. In addition to maintaining children in their own homes by use of community-based services (Case Planners) there is need to provide these services to families in order to return children from foster care. There is additional need to provide skills in everyday living for children in foster care with a goal of independent living.

2). Program/Service Objectives and Outcomes

Outcome: The case planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement and to provide community oversight to high risk cases in order to monitor and insure children's safety.

Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community based resources as well as contact with individuals in a position to assess safety and well being of the children.

3). Program Design and Staffing Level -

14 Full-time Case Planners
1 Full-time Program Manager
1 Part-time Clinical Director

Total Funding Requested: \$ 638,298

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

Mandated or Non-mandated: Mandated preventive service

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

Federal	38.39 %	= \$ 245,042.60
State	33.73 %	= \$ 215,297.92
County	27.88 %	= \$ 177,957.48

Cost Per Client Served:

Past performance Served: This is the first year that the Contractor will provide the Department with Case Planning Services. Previously, The Neighborhood Center held the Case Planning Contract with Oneida County Department of Social Services since 1988. The Neighborhood Center's 2010 budget for Case Planning Services was \$790,803.00.

O.C. Department Staff Comments: This service was sent out for RFP to adhere to the County Procurement Policy which received four (4) respondents and was awarded to Kids Oneida Inc.

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park avenue, Utica, NY 13501 and KIDS ONEIDA INC. a not-for-profit

(Case Planning/Independent Living)

corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational

counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and / or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and / or the child's parents or guardians towards a course of action agreed to by the child and / or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and / or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Section 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and / or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

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

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and / or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2011 through December 31, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive

services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of

preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

KIDS ONEIDA, INC. (CASE PLANNING)

310 MAIN STREET, UTICA, NEW YORK 13501

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACT'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(41). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and / or Federal auditors shall have access to and the right to examine the same.

(42). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any

subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(43). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(44). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(45). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(46). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(47). The CONTRACTOR shall not make any subcontract for the

performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(48). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

SECTION IX COMPLIANCE WITH LAW

(49). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(50). 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 wastes and recyclables generated within the Authority's service area by performance of this Contract by 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.

(51). The Contractor, as a Business Associate of the Department, 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 Department. 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 the Standards for Privacy of Individually 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;
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 Department's clients;

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 Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, 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 Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement 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 the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement 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 Department 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 Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department 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 Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement 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 Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

(52). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

SECTION X TERMINATION OF AGREEMENT

(53). The CONTRACTOR may be terminated by mutual written

*Kids Oneida Inc.
Case Planning*

23805
1/1/11-12/31/11

agreement of the contracting parties.

(54). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(55). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(56). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(57). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(58). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this

SECTION XI

(59). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission by the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(60). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(61). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(62). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(63). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, CONTRACTOR or otherwise.

(64). CONTRACTOR warrants that if and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

(65). The DEPARTMENT and the CONTRACTOR mutually agree that the Kids Oneida Inc. Case Planning Contract staff will provide preventive services to children who have been referred to the Oneida County Probation Department for "PINS" Services in the instance a child is an open Child Protective Services case and is in need of these services

*Kids Oneida Inc.
Case Planning*

23805
1/1/11-12/31/11

Page 15 of 26

Additionally, appropriate "PINS" children tracked in a Child Protective Services case will also be identified by and referred to appropriate services.

The referral process will be facilitated at the weekly DAS committee meeting. The DAS Committee shall be in AGREEMENT with the preventive plan.

APPENDIX B

Purchase of Service Specifications

I. Preventive Service Goals and Objectives, 2011

The need for preventive services is projected to increase substantially. There is need to provide community-based services to families in order to prevent foster care and to return children from foster care. The major priority of preventive services during 2011, is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

II. Specifications

1. Eligibility - The Department is responsible for determining eligibility for preventive services and authorization of services via required Service application and WMS Authorization.

All referrals to the Agency will be made by Oneida County Department of Social Services. The Agency caseworker will contact the Department's Case Manager to determine a time to conference the case so that decisions can be made pertinent to the Service Plan

2. The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDDS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

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

3. The Department will provide case management functions to include monitoring of CPS cases; responsibility for submission of CCRS information and cooperation with the Agency for formulation of Service Plan, approval of Plan, and Utilization Review procedures. The Department will be responsible for integration of the Service Plan to assure that one agency/individual is designated as the official case planner, responsible for developing a single family Assessment and Plan. In the event of conflict regarding the Service Plan, the Department is responsible for resolving the issue. The final responsibility for Child Protective cases must rest with the Department's Child Protective Services Staff.

4. Kids Oneida, Inc. will employ (14) fourteen individuals with caseworker qualifications who will serve as the Case Planners, and 1 full-time Program Manager and 1 part-time Clinical Director individuals with the minimum qualifications and experience of Grade B supervisor who will supervise the case planners.

5. Case Planning - Kids Oneida will maintain case contacts as required by State Department of Social Services Mandated per 88 ADM 27 as attached Mandated contacts will include in-home conference and service plan. The regulations require a minimum of 12 contacts between the case planner and the child and his/her family within each 6-month period of service. Of the 12 contacts, four (4) must be individual face-to-face meetings with the child and/or his family, and two (2) of the meetings within each 6-month time frame must be conducted within the child's home.

Eight of the contacts may be group counseling or group activities if these activities involve interaction between the case Planner and the child and/or his family and the activities are included in the child's Service Plan. In addition per Department policy monthly home visits are required on open preventive cases.

For indicated child protective service cases which are also in receipt of preventive services, the minimum number of cases contacts required shall be determined by the child protective

service regulations which require a minimum of two (2) face-to-face case contacts per month with child and/or family, one of which must be in child's home. The Agency understands that it is a mandated reporting source for child abuse and neglect. The Agency further agrees that as a mandated reporter, they will participate with the Department in the investigation and when appropriate, will go to Court.

6. The Contractor will provide the supervision needed for the Contractors Case Planners to ensure that they fulfill the requirements of the Contract and the Department.

It is further agreed between the Department and the Contractor that the case planners will be co-located within the Department's Rome Services Division and office location provided by the Contractor to house Utica division which can include both Contractor and Department staff related to this program. There will be a collaborative management of cases and supervision of staff, by both the Department and the Contractor.

The Contractor will complete progress notes contemporaneously to the event and ensure that these are given to the Case Manager or Supervisor no later than 2 weeks after contact. The Agency will copy any material, they need at their site. The Agency will provide training and supervision in the preparation of case progress notes.

Uniform Case Recording Requirements - The Agency will abide by the department's requirements - and time-frames for submission of information for each family's Uniform Case Record. The Agency will be responsible for the preparation of the Service Plan. The Agency agrees to follow the requirements 88 ADM- 27. (Addendum I)

The Contractor will prepare Court Petitions and submit these to the Department's Case Manager 75 days prior to the termination date of the Court order. The Agency's Case Planner or Agency staff substitute will be available for all Court Hearings.

The Contractor agrees to adhere to the Policy, Procedures and Protocols as developed and stated by the Department.

The Contractor will have back up staff available for emergency coverage through a system of office coverage and use of a beeper.

The Contractor will continue to handle cases and the caseload as stated regardless of temporary staff vacancies.

The Contractor will complete the Composite Contact Sheet (Addendum II) and the Individual Contact Sheet (Addendum III) on a monthly basis. All forms will have Case Number's Department of Kids Oneida Inc.
Case Planning

23805

1/1/11-12/31/11

Social Services Worker Names, and Contract Number. The individual Contact Sheet will include case comments. These forms will be sent to the Contract Administrator for distribution.

The Contractor will complete a Quarterly Contract Review (Addendum VI) every 3 months.

7. Reporting Requirements - In active CPS cases, the Agency must supply the Department with necessary information to complete the DSS 2233 - "Follow-up Report Child(ren) in Need of Protection."

8. Confidentiality - Agency will abide by state laws regarding confidentiality of client information. Written, informed, client consent will be required before confidential information is divulged. Case material will be stored in a locked file in an office inaccessible to unauthorized access. The official case record will be maintained at Department.

9. The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;

1. Medical Appointments
2. Visitations
3. Counseling appointments
4. Shopping, and Contacts with other Agencies to improve housing
5. Pre-Placement Visits, if necessary.
6. to the Department for Departmental business.

10. Outcome/Measurements

Outcome: The case planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement and to provide community oversight to high risk cases in order to monitor and insure children's safety.

Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community based resources as well as contact with individuals in a position to assess safety and well being of the children.

Measurement: 70% of the participant families will not have any substantiated reports of abuse/neglect while participating in services.

Measurement: 70% of participant families that have children in out of home placements eligible for mandated preventive services based on the service plan goal to return children home within 6 months; will have their children returned to them within the specified 6 month period.

Measurement: 70% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open with the case planning contract.

Measurement: 70% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

III. Claiming Procedures - The Agency will bill monthly by County Voucher provided by the Department: which shall include Contract number, Contract Name, and Workers Time sheets. The Agency will attach a reconciliation of expenditures, as per the attached budget. A final reconciliation is required and fiscal adjustments upon presentation of the final voucher of the contract.

The agency agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Social Services Fiscal Staff for review and Audit upon request. The Agency will also submit the " Itemized, Composite Billing for Preventive Service Contracts / Case Planning and (Addendum II) "Itemized individual Billing for all Preventive Services Contracts: Counseling, Case Planning, Parent Aide, Other, and Comments (Addendum III) the Agency will submit a Contract Quarterly Evaluation every 3 months (Addendum IV).

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent audit.

The Contractor agrees that the equipment purchased under this contract is the property of the Department upon any termination or failure to renew the contract.

IV. Contract Evaluation - The Department will review and monitor Contract adherence collecting data internally and externally. The Department and the Contractor will meet at least quarterly to

discuss the current Agreement Status.

V. Cost and Term - The total cost of the Program is not to exceed \$ 638,298 as per the attached budget. The term of this Contract is from January 1, 2011 to December 31, 2011 and maybe renewed annually agreeable to both the Department and the Contractor.

VI. It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

VII. Contract Termination-This Contract may be terminated by the Department upon provision of a 30 day written notice of intent to terminate to the Contractor.

VIII. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

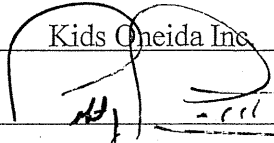
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____ Kids Oneida Inc

Authorized Signature:  _____

Print Authorized Name: Robert J. Roberts III

Title: CEO / Executive Director

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. 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 applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (b) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. 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;

- A. The applicant 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 application 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 A (b) of this certification;

and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of

paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 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 grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Kids Oneida, Inc
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Robert J. Roberts III, CEO/Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

1-10-11
DATE

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D, MPH, CHES
DIRECTOR OF HEALTH

ADMINISTRATION

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

January 5, 2011

FN 20 11 - 047

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 25 PM 12:05

Dear Mr. Picente:

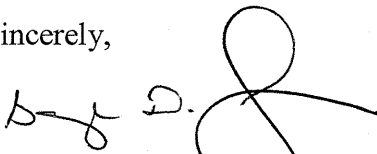
Attached are five (5) copies of a contract between Oneida County through its Health Department – Diagnostic & Treatment and The New York State Department of Health for the provision of refugee health assessments and initial vaccines.

This contract provides for core screening procedures for all newly arrived refugees. Core screening procedures will include obtaining and documenting vital statistic information, review overseas medical examination, interview for history of personal and family medical background and conduct physical examinations. The examinations will include chest x-ray, blood work, HIV testing, pregnancy testing, as well as several other tests too numerous to list. This contract is year two of a five year term. (March 31, 2011 through March 30, 2012) Reimbursement to Oneida County is 100% funded by New York State in the amount of \$236,995.

If this contract meets with your approval, please forward to the Board of Legislators. **Please Note:** The New York State Department of Health has requested original signatures on both contracts.

Feel free to contact Patrice Bogan, Director of Clinical Services at 798-5748 or myself at 798-5220 should you require additional information.

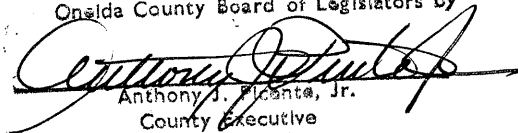
Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES
Director of Health

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 1-18-11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Refugee Medical Assistance Program (Refugee Health Program) C-026123

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Tuberculosis Control
Empire State Plaza
Corning Tower, Room 840
Albany, New York 12237-0669

VENDOR CONTACT PERSON: Diane Dattorre, RHP Contract Manager

CONTRACT SUMMARY: This contract provides for core screening procedures for all newly arrived refugees. Core screening procedures will include obtaining and documenting vital statistic information, review overseas medical examination, interview for history of personal and family medical background and conduct physical examination. The examinations will include chest x-ray, bloodwork, HIV testing, pregnancy testing, as well as several other tests too numerous to list.

PREVIOUS CONTRACT YEAR: March 31, 2010 through March 30, 2011

TOTAL: \$280,085.00

THIS CONTRACT YEAR: March 31, 2011 through March 30, 2012

TOTAL: \$236,995.00

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

FUNDING SOURCE: A2280 \$236,995.00

Less Revenues: _____

State Funds: 100% State funded

County Dollars – Previous Contract -0-

County Dollars – This Contract -0-

SIGNATURE: Gayle D. Jones, Ph.D., MPH, CHES Director of Health

DATE: January 5, 2011

Signature Page for:

Contract Number: C-026123

Contractor: Oneida County Health Department

Amendment Number: X-2

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only
Assistant County Attorney

STATE OF NEW YORK)
County of _____) SS:

By: _____
Brian M. Miga
Assistant County Attorney

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"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."

By: _____ Date: _____
(signature)

Printed Name: Barbara S. Devore

Title: Deputy Director, Center for Community Health

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Appendix B1: Budget / Budget Justification
Oneida County Health Department
Refugee Medical Assistance Program
March 31, 2011 - March 30, 2012

Budget:

Oneida County Health Department will provide health assessments and initial adult vaccinations to newly arriving refugees in New York State based on an estimated number of refugee arrivals. **Oneida County Health Department** must be a licensed health care provider and demonstrate clinical experience and staffing capacity necessary to provide health screenings and administer required vaccines in accordance with established RMA Program protocol. Reimbursement is contingent on provider performance and availability of federal funds.

1. Health assessments completed in accordance to the required protocol will be reimbursed at an all inclusive per-capita rate of:
 - \$338.50 Upstate Rate
 - \$346.39 Downstate Rate (Nassau, Suffolk, Westchester counties)

2. Initial adult vaccinations will be reimbursed at a maximum rate, not to exceed \$208 per person. Vaccines must be administered during a reimburseable health assessment. Documentation for the cost of administered vaccines must accompany the voucher submitted for reimbursement.

Budget Justification:

Oneida County Health Department will provide health assessments to newly arriving refugees in the State. **Oneida County Health Department** will be reimbursed at the rates indicated above for completed health assessments during budget period March 31, 2011 - March 30, 2012.

Oneida County Health Department will administer adult vaccinations to newly arriving refugees in the State, as needed, during a reimbursable health assessment. **Oneida County Health Department** will be reimbursed at the rate indicated above for the cost of adult vaccines administered during budget period March 31, 2011- March 30, 2012.

Should the federally approved health assessment reimbursement rate increase during this contract period, the contractor will be paid at the revised rate.

Agency Code 12000
APPENDIX X

Contract Number: C-026123

Contractor: Oneida County Health Department

Amendment Number X- 2

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

Modifies the contract period at no additional cost

Modifies the contract period at additional cost

Modifies the budget or payment terms

Modifies the work plan or deliverables

Adds the attached appendix(es) B-1

Other: _____

This amendment is X is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ 236,973
(Value before amendment)

From 3 / 31 / 10 to 3 / 30 / 11
(Initial start date)

This amendment provides the following modification (complete only items being modified):

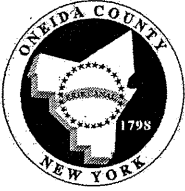
\$ 236,995

From 3 / 31 / 11 to 3 / 30 / 12

This will result in new contract terms of:

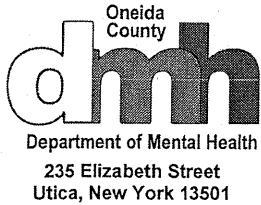
\$ 473,968
(All years thus far combined)

From 3 / 31 / 10 to 3 / 30 / 12
(Initial start date) (Amendment end date)



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner



Phone: (315) 798-5903
Fax: (315) 798-6445
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 11 - 048

January 10, 2011

PUBLIC HEALTH

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

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 25 PM 1:35

Dear Mr. Picente:

I am forwarding six (6) copies of a Purchase of Services Agreement between the Oneida County Department of Mental Health and Human Technologies Corporation for your review and signature.

Under the terms of this agreement, Human Technologies Corporation will provide the following services: employment, vocational training, advocacy and outpatient clinic services for adults with mental illness.

The gross amount of this Agreement is \$322,404. **No Oneida County tax dollars are associated with this Agreement.**

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

Respectfully,

Linda M. Nelson
Commissioner

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

Anthony J. Picente, Jr.
County Executive
Date 1/25/11

LMN/ldr
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Human Technologies Corporation

Title of Proposed Service/Program: Employment (OMH)
Vocational Training (OMH)
Mental Health Clinic Treatment (OMH)
Advocacy/Support (OMH)

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

Client Population/Number to be Served: Adults with a serious and persistent mental illness

Summary Statements:

I. Narrative Description of Service/Program:

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

A1. Service: Employment
Program: Ongoing Integrated Supported Employment (OISE)
Location: 2260 Dwyer Avenue, Utica

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

Extended program services are modeled after the consumer-driven approach for persons with significant disabilities developed by the Virginia Commonwealth University's Rehabilitation Research and Training Center on Supported Employment.

A2. Service: Employment
Program: Assisted Competitive Employment (ACE)
Location: 2260 Dwyer Avenue, Utica

This community-based supported employment program provides intensive service with placement, job coaching and follow along supports for persons with an Axis I diagnosis of Severe and Persistent Mental Illness. A fast track process has been established between HTC Employment Services, local mental health clinics and NYS VESID to expedite VESID referrals for service. The intensive program services, likewise, follow the above mentioned model.

- B. Service: Vocational Employment/Training
Program: Sheltered Workshop
Location: 2260 Dwyer Avenue, Utica

Vocational Training through Sheltered Workshop participation focuses on teaching the individual with a disability the appropriate social, behavioral and work skills necessary to not only earn money while participating in the program, but how to find future competitive employment in the community. Persons unable to secure competitive employment can remain in the vocational training program and earn money at a level which equals their ability to perform work based upon industrial standards time studies. Ancillary services may also be provided, as needed.

- C. Service: Clinic Treatment
Program: Mental Health Connections (MHC)
Locations: 1500 Genesee Street, Utica
266 West Dominick Street, Rome

The population served by this program is male and female adults, 18 years of age and older, who live in the community and meet the criteria for DSM-IV Psychiatric Diagnosis. Services provided include psychiatric evaluation and medication management; individual, group and family therapy; and case management. Treatment methods vary and are specific to diagnosis [e.g. Dialectical Behavioral Treatment (DBT) for individuals with Borderline Personality Disorder].

Referrals are accepted from multiple sources, including all Level I hospital referrals from Faxton/St. Luke's Healthcare, St. Elizabeth Medical Center, Mohawk Valley Psychiatric Center, and outside area hospitals referring clients who are residents of Oneida County.

This Article 31 clinic serves a large population of individuals with chronic mental illness, who carry a diagnosis of either Schizophrenia or Schizoaffective Disorder. A special group treated at Mental Health Connections is a Bosnian population of more than 300 clients. The agency employs a Bosnian therapist who works with those who carry the primary diagnoses of Post-Traumatic Stress Disorder (PTSD) and Depression.

- D1. Service: Advocacy/Support
Program: Case Management

Case management services provide advocacy and a continuity of care to those individuals most in need of links to the community. Approximately 225 people have been successfully engaged in work or a work-related activity, including volunteer work. Clients may be homeless, without food, not receiving benefits/entitlements or proper health care, etc. Time-limited services are provided to help these persons meet their basic needs, including training/employment referrals when clinically indicated.

- D2. Service: Advocacy/Support
Program: Mentor Program - "Double Trouble"/Mentally Ill Chemical Abuse (MICA) Group

This is a peer-run, staff-supported, anonymous self-help MICA group for individuals with a concurrent mental illness and substance abuse disorder. Most, if not all, participants are fully engaged in their dual recovery process before entering group. The group provides ongoing encouragement, support, honesty, and sharing of information, all of which contributes to the clients' psychiatric stabilization and progress in becoming productive members of society.

Utilizing a group format, the mentor program is a forum where clients can voice their concerns, frustrations and achievements in balancing their mental illness with their addictions.

II. Service/Program Objectives and Outcomes:

The mission of Human Technologies Corporation is: *A company of diverse businesses committed to enhance the quality of life for people with disabilities and others who have barriers to employment.* The agency is committed to providing high quality services for approximately 3,000 Oneida County residents. In particular, competitive employment is valued and sought as an attainable goal for all consumers.

Performance measures for 2011 will include:

- Successful competitive employment status at 90 days
- % of Sheltered Workshop employees with a diagnosed disability
- Rate of pay based upon productivity and assembly skills
- Treatment provided improves clinical functioning
- Self-reported reduction in symptoms
- Consumers recommend treatment program to others
- Timely and efficient scheduling of referrals, i.e. Waiting List
- Treatment engagement by clients
- Decrease in clinic No Show Rate
- Helpful resolution of case management needs

III. Service/Program Design and Staffing:

All services and related programs are certified by the NYS Office of Mental Health (OMH) in conjunction with the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (VESID).

Total Funding Requested:

Account #: A4310.49518

Gross Budget	\$322,404.00
Revenues (All Sources)	0
Net Amount	\$322,404.00
Federal Funds	0
State Funds	
OMH	\$322,404.00
OPWDD	0
OASAS	0
County Funds	0
Other	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of this contract be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based upon State Aid allocation.

Service Units: (Annual Projections for 2011)

Service/Program	Program Code	No. of Persons Served (Unduplicated)	Units of Service	Unit of Service Definition	Avg. Cost per Person Served
Ongoing Integrated Supported Employment (OISE)	4340	19	2,000		\$900.00
Assisted Competitive Employment (ACE)	1380	25	2,800		\$1,200.00
Sheltered Workshop	0340	66	12,900		\$520.00
Clinic Treatment	2100	1,750	23,500		\$375.00
Advocacy/Support (Case Management)	1760	33	1,200		\$420.00

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

State Aid only.

Cost Per Client Served: See above.

Past Performance Data: State reviews and audits, followed up by Correction Action Plans, are monitored by the Department of Mental Health. Past NYS OMH reviews, in particular, cited the need to update methods and measure the effectiveness of services provided. Noticeable progress has been shown in this area.

Oneida County Department Staff Comments: During the past year, HTC successfully developed and implemented performance measures for all services and related programs. Its community-based clinic subsidiary has demonstrated an improved emphasis on utilizing a “recovery” model. Technical support from the Department of Mental Health continues to be offered on an ongoing basis.

It is important to note that the agency contract packet for 2011-2013 (upon which this Contract Summary is based) was not submitted until several weeks beyond the scheduled deadline.

A G R E E M E N T

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and Human Technologies Corporation (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 2260 Dwyer Avenue, Utica, NY 13501.

W I T N E S S E T H:

WHEREAS, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "**State**") Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the **County** defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each **Contractor** upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

WHEREAS, the **Contractor** is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the **County**, and

WHEREAS, the parties hereto desire to make available to the **County** the Community Mental Health Services and related Programs (hereinafter referred to as the "**Services**") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

WHEREAS, the **Contractor** is desirous within its corporate powers to provide the **Services** described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "**Budget**") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "**Narrative**").

NOW, THEREFORE, it is mutually agreed between the parties as follows:

I. TERM OF AGREEMENT

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

II. SCOPE OF SERVICE

A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory

to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the **Services** provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the **Contractor** shall comply with the Health Insurance Portability and Accountability Act of 1996 (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 (PHI) exchanged between the **Contractor** and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The **Contractor's** obligation to perform as provided in this section continues beyond the termination of this Agreement.

D. Participation in County Planning Process

The **Contractor** agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify **Services** offered by **Contractor**; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on **Services** in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the **County** through the Department of Mental Health in a timely manner for inclusion in planning documents.

E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees

The **Contractor** shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information

(PHI) or Individually Identified Health Information (IIHI). This required **Contractor** participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the **Contractor** shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the **Contractor** shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the **County's** oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the **Contractor** agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the **Contractor** is part of the Children and Youth SPOA/A committee and process, the **Contractor** agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the **Contractor** is part of the Adult SPOA/A committee and process, the **Contractor** agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the **Contractor** will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

A. Budget and Total Amount of Agreement

The **Contractor** expressly represents and agrees that the **Budget** for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the **Contractor** under this Agreement, and shall not exceed the total Approved Net Operating Cost.

B. Budget Revisions

In the event that New York State modifies the budget instructions/format during the course of this contract period, the **Contractor** shall submit a revised budget within a time frame established by the **County**.

The **County** shall review and consider any request by the **Contractor** to revise the **Budget** submitted to the **County** no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the **Budget** as revised shall, for purposes of this Agreement, replace the **Budget** previously appended and made a part hereof.

C. Contractor, County and State Share of Net Budget Costs

The **Contractor** agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the **Contractor**, the **County** agrees to provide the **Contractor** with an amount not to exceed the total **County** share indicated in *Appendix A* attached hereto which represents the **County** funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

The **County** further agrees to provide the **Contractor** with an amount not to exceed the total State Aid share indicated in the **Budget** attached hereto which represents the State funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

In the event that the **State** or **County** approves a funding amount below that contained in the **Budget**, the **Contractor**, at the request of the Oneida County Commissioner of Mental Health, shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the **County** assumes no responsibility for costs not approved for reimbursement by the **State**. Should any expenses be disapproved in a post-audit by the State of New York, the **Contractor** shall submit a check payable to the **County** equal to the amount of any disallowance already paid to the **Contractor** by the **County** within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the **County** and the **Contractor**.

In the event that the **State** approves a funding amount above that contained in *Appendix A*, the **County** shall notify the **Contractor** as soon as practical. The **Contractor** shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The **County**, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the **Contractor** in order to facilitate the initial start up and operation of the program or service.

In the event that the **Contractor's** final net deficit total is less than that contained in the attached **Budget**, the **Contractor's** contribution will be proportionate to that cost as contained in the attached **Budget**. Should the **Contractor** exceed the approved net operating cost, the **Contractor** will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the **Contractor**. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the **Budget** may be increased or decreased only with the written consent of the **County**.

D. Claims, Reports and Payments

The **County** will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the **County**. **County** share of payments will be provided subsequent to services rendered and upon review of voucher receipt from **Contractor**. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the **Contractor** requesting payment.

All remaining State aid payments will be made on or about the 1st day of each month up to and until such time New York State advances funding to the **County** on a quarterly basis. At this time, these payments will be made on or about the 1st day of each quarter based upon submission of a voucher by the **Contractor** requesting payment. Payments made monthly for the last quarter will equal the full amount due the **Contractor** less any previous payments made to the **Contractor** under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the **Contractor** must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the **County** will issue an interim payment to the **Contractor** equal to the retroactive proportion of payments due to the **Contractor**.

The **Contractor** is required, where applicable, to submit to the **County** a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The **Contractor** shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the **Contractor** assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the **Contractor** shall spend an amount that is less than the amount specified in the attached **Budget** during the term of this Agreement, for the purposes set forth herein, the total **County** payment of county and state shares specified herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes as reported on the CFR.

Any and all county payments to the **Contractor** shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the **Contractor** under any predecessor Agreement shall be an offset against the Total County Payment to **Contractor** under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to **Contractor**.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **County** shall have the option to immediately terminate this Agreement upon providing written notice to the **Contractor** by certified mail. In such an event, the **County** shall be under no further obligation to the **Contractor** other than payment for costs actually incurred prior to termination and in no event will the **County** be responsible for any actual or consequential damages as a result of such termination.

E. Annual Report, Financial and Management Audit

1. Annual Audit and Reports

The **Contractor** shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The **Contractor** shall submit *only* two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30th, of the following year for each year covered by this Agreement.

The **Contractor** shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of **Contractor's** final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the **Contractor**.

2. Compliance with Federal Single Audit Act

If the **Contractor** is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the

Contractor shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the **Contractor** of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the **Contractor** shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The **Contractor** shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the **Contractor** expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the **Contractor** shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the **Contractor** pursuant to this Agreement, the **Contractor** further covenants and agrees to indemnify, defend and hold harmless the **County** and the **State**, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the **County** or the **State** may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the **Contractor**, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the **Contractor** to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The **Contractor** shall not be required to indemnify the **County** or the **State** for any damage or loss out of any acts of the **County** or the **State**, their officers or agents.

The **Contractor** shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the **County** at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the **Contractor** will be required to deliver to the **County** a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The **County** must be named as an "Additionally Insured" as part of the **Contractor's** insurance policy.

If any of the required insurance coverage's contain aggregate limits or apply to other operations of the **Contractor**, outside of those required by this Agreement, the **Contractor** shall provide the **County** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the **County**. The **Contractor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the **Contractor** self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the **County**. Again, the **County** shall be named as an "Additionally Insured".

G. Management Information System

The **Contractor** agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the **Contractor** to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the **Contractor** to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The **Contractor** agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

H. Contract Property

The **County** shall reimburse the **Contractor** for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the **Budget**. The **Contractor** shall carry sufficient insurance, with the **County** named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the **Contractor** through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the **County** and the **Contractor**. The **County** shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the **County** and the **Contractor**.

The **Contractor** shall, where applicable, provide the **County** with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the **County** and the **Contractor**. This list is to be provided to the **County** no later than January 1st of each year covered by this Agreement.

I. **Inspection of Books and Records**

The **Contractor** further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the **Contractor's** premises and, at the discretion of the **County**, in the presence of a **Contractor** representative.

J. **Subcontract**

The **Contractor** shall not enter into any agreement with any third party for the provision of **Services** without the prior written approval of the **County** nor assign the within contract without the prior written approval of the **County**. This provision does not prohibit the **Contractor** from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the **County**.

K. **Regulatory Compliance**

The **Contractor** shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the **Contractor** that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the **Contractor** must provide proof that wastes and recyclables generated in Oneida County by the **Contractor** or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.

Appendix C must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or **Contractor** notwithstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or **Contractor** and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The **Contractor** pursuant to this Agreement must provide compliance with this section of the Agreement to the **County** prior to the final execution of this Agreement and provision of services.

As previously noted, the **Contractor** shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (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 (PHI) exchanged between the **Contractor** and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the **Contractor** shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

The **Contractor** represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The **Contractor** further agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment shall be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the agency's decision to file a report with the Central Register.

The **Contractor** shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

The **Contractor** and any subsequent subcontractor agrees that any staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYS DSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The **Contractor** and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV-related information.

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

IV. MISCELLANEOUS PROVISIONS

A. Additional Appendices

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

Appendix G – Disclosure Statements

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

Appendix H – Disaster Response Plan

The **Contractor** shall submit a copy of its Disaster Response Plan. In addition, the **Contractor** shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The **Contractor** shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the **County** to assist in the training of all appropriate staff called to respond.

Appendix I – Accounting System & Financial Capability Questionnaire

Appendix J – Corporate Compliance Plan

The **Contractor** shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;

- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

Appendix K – Organizational Chart

The **Contractor** shall provide a copy of its Organizational Chart.

Appendix L – Service Utilization

Using the template provided, the **Contractor** shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served
Please note whether this expense is a Gross, Net or Average calculation.

Appendix M – Performance Measurement

Using the template provided, the **Contractor** shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

Appendix N – Miscellaneous/Other

B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)

The **Contractor** agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the **Contractor** is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

C. **Cooperation with local Shelter Plus Care (SPC) Program Sponsor**

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

V. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the **Contractor**.

The **County** shall be released from any and all responsibilities and obligations arising from the **Services** covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

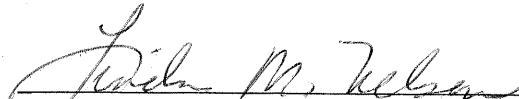
VI. THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.


COUNTY BY:

Anthony J. Picente, Jr.
Oneida County Executive

Date

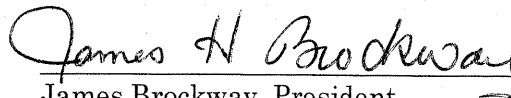


Linda M. Nelson, Commissioner
Oneida County Department of Mental Health

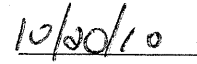


Date

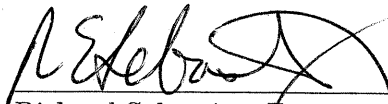
CONTRACTOR BY:



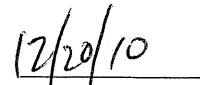
James Brockway, President
Board of Directors
Human Technologies Corporation



Date



Richard Sebastian, Executive Director
Human Technologies Corporation

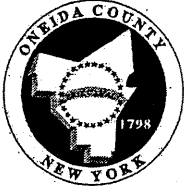


Date

Approved as to form only:
Oneida County Attorney

By: _____

Date: _____



Anthony J. Picente, County Executive

Linda M. Nelson, Commissioner



Phone: (315) 798-5903
Fax: (315) 798-6445
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 11 - 049

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 25 PM 12:25

January 6, 2011

PUBLIC HEALTH

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

WAYS & MEANS

Dear Mr. Picente:

I am enclosing six (6) copies of the Purchase of Services agreement between Oneida County through the Department of Mental Health and Knowledge Intersect for your review and signature.

This Agreement will allow maintenance to continue on the C-INFO data base system which is crucial to the Department's efforts to integrate services for high risk / high need individuals across providers and systems. This Agreement also includes a comprehensive data base and report generator covering the HUD/HMIS program initiative. The amount of this Agreement is \$133,500.00 and is supported by Federal aid and aid from the New York State Office of Mental Health New Initiatives program and Infrastructure Development effort. No Oneida County tax dollars are associated with this agreement.

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

Respectfully,

Linda M. Nelson
Commissioner

LMN/ldr
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 1/25/11

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

- Name of Proposing Individual/Organization:** Knowledge Intersect, Inc.
- Title of Proposed Service/Program:**
1. Comprehensive Data Base & Report Generator (Federal – HUD/HMIS)
 2. Comprehensive Data Base Management (OMH)
- Proposed Dates of Operation:** January 1, 2011 through December 31, 2012
- Client Population/Number to be Served:**
1. Homeless Assistance Programs in Oneida County and their constituents
 2. The Oneida County Department of Mental Health (OCDMH) in support of the following programs:
 - Assisted Outpatient Treatment (AOT)
 - Single Point of Access & Accountability (SPOA/A)
 - Coordinated Children’s Service Initiative (CCSI) @ Oneida County Probation Dept.
 - Forensic Mental Health Unit (FMHU) @ Oneida County Correctional Facility
 - Forensic Evaluation Unit (FEU) @ Utica City Court

Summary Statements:

I. Narrative Description of Service/Program:

The Consultant, i.e. Knowledge Intersect, Inc., shall complete the tasks outlined below for the continued license, maintenance and support of the existing C-INFO system as required by the Oneida County Commissioner of Mental Health:

- (1A) Customization and annual renewal of the Homeless Management Information System (HMIS) and C-INFO software licenses for fifteen (15) local programs that serve homeless people in Oneida County.
- (1B) Data extraction and custom reports as required by HUD and OCDMH.
- (2A) Consult with the Oneida County Department of Central Services and other vendors as may be designated by the Department of Central Services in the configuration and ongoing maintenance of the Remote Terminal System (RTS) database server.
- (2B) Issue an annual C-INFO license to OCDMH for unlimited use within its department by authorized Oneida County employees and/or contractors. There shall be no limits on the number of programs or users within OCDMH. The license shall adhere to the terms of the Consultant’s C authorized Oneida County employees and/or contractors. There shall be no

limits on the -INFO license attached as Appendix A of this contract. Knowledge Intersect, Inc. will, at the discretion and direction of the Oneida County Commissioner of Mental Health, add or deactivate licensed users in the provider network to the C-INFO Remote Terminal System (RTS) server and/or the sync manager.

- (2C) Resolve identified and reproducible C-INFO malfunctions within a timely manner.
- (2D) Maintain federal Health Insurance Portability and Accountability Act (HIPAA) and New York State Regulatory Compliancy.
- (2E) Perform such duties as may be required by the Oneida County Charter, by the Oneida County Administrative Code, statutes of the State of New York and of the United States and all regulations of the New York State Office of Mental Health (OMH) and any other appropriate statutes, regulations, ordinances and local laws. Performance of all duties shall be in compliance with all rules and regulations.
- (2F) Perform the duties of System Network Administrator.
- (2G) Perform the duties of Database Administrator.
- (2H) Provide System Maintenance and User Support, as required.
- (2I) Provide Disaster Recovery support, as needed, to restore the C-INFO system within a timely manner in the event of system outage.
- (2J) Maintain a log of activities; submit to OCDMH as soon after the last day of each month as is practical.
- (2K) Provide assistance in producing reports/exports needed by OCDMH.

II. Program/Service Objectives and Outcomes:

- (1) The Oneida County Department of Mental Health is the HUD-designated lead agency for the Oneida County Homeless Management Information System. HMIS is a required activity for HUD Continuum of Care (COC) and HUD Homeless Assistance Program funding, currently \$2.9 million/year.
- (2) The C-INFO system, in and of itself, provides data base management capacity to address client assessment, assignment, tracking and reporting for the formulation of various reports and analysis of data from multiple sources, and the fostering of improved approaches for client service through joint innovation and planning.

III. Program Design and Staffing Level:

The Consultant has completed his thesis at Rensselaer Polytechnic Institute (RPI) and was previously an instructor at SUNY in the Applied Sociology program. The consultant has been employed by IBM as a systems design engineer. He has extensive experience in Access and other database software design and programming.

Total Funding Requested Per Contract Year:

Account #: A4310.195

Gross Budget	\$133,500.00
Revenues (All Sources)	0
Net Amount	\$133,500.00
Federal Funds	\$ 42,500.00
State Funds	\$ 91,000.00
OMH	
OPWDD	0
OASAS	0
County Funds	0
Other	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$133,500.00 be approved. Estimated cost utilization during 2011 is as follows:

➤ Federal – HUD/HMIS Annual Licenses	\$38,500.00
➤ Data extraction & custom reports	\$ 4,000.00
➤ OMH – Annual License	\$39,500.00 (includes error correction & updates and matching \$ for HUD HMIS licenses)
Network Administration	\$51,500.00

Service Units: N/A

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

Federal and State Aid. There are **NO** County funds associated with this merged contract. Contract amounts for 2012 and 2013, respectively, will be determined based upon Federal and State Aid allocations.

Cost Per Client Served: N/A

Past Performance Data: The Consultant designed and has effectively maintained OCDMH's database system since 1997. He has demonstrated increased responsiveness to the department's needs and submitted an extremely thorough, comprehensive and cost-effective RFP proposal, upon which this contract is largely based.

Oneida County Department Staff Comments: C-INFO is a proprietary system developed by Knowledge Intersect, Inc. No other company has the patent to license it or the knowledge to support it. No other comparable product has been found. Continued use of the current system by several agencies, including the department's *mandatory* reporting requirements, is a cost-effective benefit of this prior investment. Replacement of the existing system now would represent an unnecessary expense to Oneida County.

Consequently, as described above, it is believed that this contract with Knowledge Intersect, Inc. qualifies for Sole Source Procurement under Section 3-105.

AGREEMENT

THIS AGREEMENT by and between the County of Oneida, a municipal corporation with its principal office at 800 Park Avenue, Utica, New York, hereinafter referred to as the “**County**” and Knowledge Intersect, Inc., a consulting enterprise with its principal office at 139 Colonial Drive, New Hartford, New York 13413 hereinafter referred to as the “**Consulting Enterprise.**”

WITNESSETH:

WHEREAS, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York. This system of community mental health services may include services offered by and through the various Departments and Offices of the State of New York as well as those services offered and/or funded by and through the various Agencies and Departments of the United States Federal Government; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the “**State**”) Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, The United States Department of Housing and Urban Development, hereinafter referred to as **HUD**, has authorized the development of a case management program to serve homeless individuals within Oneida County and has also authorized the implementation of homeless Information Management System (HMIS); and

WHEREAS, the **County** defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and as such, each **Consulting Enterprise** upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

WHEREAS, the parties hereto desire to make available to the **County** the Homeless Management Information System services (hereinafter referred to as the “**Services**”) authorized by the United States Department of Housing and Urban Development Homeless Management Information System as defined in the Federal Register for HMIS Phase I and HMIS Phase II.

WHEREAS, the County of Oneida, through its Department of Mental Health, desires to maintain a data base management capacity to address Mental Health services specific to Single Point of Access and Accountability (SPOA/A) per the statutory requirements mandated by Chapter 408 of the New York State Office of Mental Health (OMH) “**New Initiatives**” Project; and, additionally, Assisted Outpatient Treatment (AOT) local inpatient psychiatric hospital admissions & discharges, Medication Grant Program, Forensic Mental Health Unit located at the Oneida County Correctional Facility, Forensic Evaluation Unit located at Utica City Court, and local emergency shelters; and

WHEREAS, the County of Oneida, through its Department of Mental Health, desires to develop a data base management capacity to address client assessment, assignment, tracking and reporting for the formulation of various reports and analysis of data from multiple sources and the fostering of improved approaches for client service through joint innovation; and

WHEREAS, the County of Oneida, through its Department of Mental Health, seeks to hire the second party as a Consulting Enterprise to the said Department of Mental Health to meet its statutory obligations; and

WHEREAS, the Consulting Enterprise desires within its corporate powers to provide the Services described by program type in the attached hereto as Appendix A and made a part hereof (hereinafter referred to as the "**Budget**").

WHEREAS, the Second Party hereby warrants that said Consulting Enterprise has the proper and necessary credentials to act as a Consulting Enterprise to the Oneida County Department of Mental Health; and

THEREFORE, now, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2011 through December 31, 2012.
2. The Consulting Enterprise, at its own expense and charge for the consideration provided, agrees to:
 - a. Furnish and render the County the designated information system software known as C-INFO.
 - b. The C-INFO system will serve as the Oneida County Homeless Management Information System (HMIS) as outlined in the HUD Renewal Agreements for HUD HMIS contracts with the Oneida County Department of Mental Health for the Department's Homeless Management Information System.
 - c. The C-INFO system will also serve as the information system for Adult Single Point of Access/Accountability (A/SPOAA), Assisted Outpatient Treatment (AOT) and various other programs administered by the Oneida County Department of Mental Health as designated by the Commissioner.
3. For the purposes of this Agreement, the Consulting Enterprise shall be considered an independent Consulting Enterprise and hereby covenants and agrees to act in accordance with that status, and perform a specialized service for the Oneida County Department of Mental Health (OCDMH). The Consulting Enterprise agrees to hold the County of Oneida harmless for all of their actions and warrants. The Consulting Enterprise shall neither hold themselves out as nor claim to be officers or employees of the County, and the agents of the Consulting Enterprise shall neither hold themselves out as nor claim to be officers or employees of the County and shall make no claim for nor shall be entitled to, workers compensation coverage, medical, unemployment, social security or retirement membership benefits from the County.
4. The Consulting Enterprise further agrees to make available its software, software development plans, system control tables and other records pertaining to the C-INFO system for inspection and

audit by authorized personnel of the Oneida County Department of Mental Health, the United States Department of Housing and Urban Development (HUD) and /or the Oneida County Department of Audit and Control. All examinations, inspections, audits and visitations shall, in the absence of an effective waiver by the clients, be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the Consulting Enterprises premises in the presence of a Consulting Enterprises representative.

5. The Consulting Enterprise shall maintain the software (C-INFO) necessary for housing and homeless assistance providers funded by HUD in Oneida County to participate in the County's Homeless Management Information System (HMIS) and for the Oneida County Department of Mental Health to comply with HUD HMIS requirements.
 - a. The Consulting Enterprise shall summarize all data entered by participating agencies as necessary for the completion of HUD Annual Progress Reports for the following HUD Projects: Oneida County Mental Health Homeless Assistance Case Management Program, Oneida County Mental Health HMIS Phase I and Phase II Programs, Oneida County Workforce Development Jobs and Hope Program, OASAS/CNY Services, Inc. Shelter Plus Care Programs, the CNY Services Homeless Assistance Case Management Program, the UCP Dual Recovery Network Supportive Housing Program, the YWCA's New Horizon's Program, Family Nurturing Center's Evelyn's House Program, and any other HUD-funded Continuum of Care Homeless Assistance Program which has a license to use Consulting Enterprise's C-INFO/HMIS software in Oneida County. Data entry shall be the sole responsibility of participating agencies.
 - b. Additionally, the Consulting Enterprise shall maintain the software functionality to produce HUD Annual Homeless Assessment Reports (AHAR) per HUD regulations and develop software functionality to produce HUD Annual Progress Reports (APRs) that meet new HUD APR requirements (not yet announced).
6. The Consulting Enterprise agrees to maintain the C-INFO system for agencies participating in the County's Homeless Management Information System (HMIS) network in such a manner as to allow authorized personnel from the Oneida County Department of Mental Health and from agencies in Oneida County who receive HUD funding for Continuum of Care/Homeless Assistance programs to have, within legal limitations, access to the data in the system required for compliance with HUD reporting requirements. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.
 - a. The Consulting Enterprise agrees to provide software functionality that will allow HMIS participating agencies to summarize all necessary data for the completion of HUD Annual Progress Reports (APR) for HUD Continuum of Care Programs and for the HUD required Annual Homeless Assessment Report (AHAR) in Oneida County in accordance with HUD rules and guidelines within the scope made possible by the data entry of participating agencies.
 - b. The Consulting Enterprise agrees to maintain the Homeless Management Information System in such a way that permits the extraction of electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues. Data extraction and custom reports required by HUD or the Oneida County Department of Mental Health will be provided by the Consulting Enterprise.

7. All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all federal and state rules concerning client confidentiality. All clients and program data entered into C-INFO remains the sole property of the Oneida County Department of Mental Health or other agency as determined by law. In the event the Consulting Enterprise cancels this contract or does not renew it, the Consulting Enterprise is obligated to make this data available in a format that allows it to be transferred to a Microsoft Access Database.
8. The Consulting Enterprise shall complete the tasks outlined below for the continued license, maintenance and support of the existing C-INFO system as required by the Oneida County Commissioner of Mental Health:
 - a. Customization and annual renewal of the Homeless Management Information System (HMIS) and C-INFO software licenses for fifteen (15) local Internet System Provider (ISP) programs that serve homeless people in Oneida County.
 - b. Customization and annual renewal of the C-INFO software licenses for an unlimited number of users within Oneida County and CNY Services for use related to A/SPOAA, AOT and other programs/services administered by the Oneida County Department of Mental Health.
 - c. Continued operation and support of data extraction and reports as required by HUD and OCDMH currently in production or developed over the course of this contract. Any additional support beyond those required by HUD and the RFP; will be paid in accordance to the Additional Services Pricing Chart in Appendix N.
 - d. Consult with the Oneida County Department of Central Services and other vendors as may be designated by the Department of Central Services in the configuration and ongoing maintenance of the Remote Terminal System database server.
 - e. Issue an annual C-INFO license to the Oneida County Department of Mental Health for its unlimited use within its department by authorized Oneida County Employees and/or Consulting Enterprises. The license shall adhere to the terms of the C-INFO license attached as Appendix B to this contract. The Consulting Enterprise will, at the discretion and direction of the Oneida County Commissioner of Mental Health, add or deactivate licensed users in their provider network to the C-INFO Remote Terminal System (RTS) server and/or the sync manager.
 - f. Resolve identified and reproducible C-INFO malfunctions within a timely manner.
 - g. Maintain federal Health Insurance Portability and Accountability Act (HIPAA) and New York State Regulatory Compliancy.
 - h. Perform such duties as may be required by the Oneida County Charter, by the Oneida County Administrative Code, statutes of the State of New York and of the United States and all regulations of the New York State Office of Mental Health (OMH) and any other appropriate statutes, regulations, ordinances and local laws. Performance of all duties shall be in compliance with all rules and regulations.
9. Perform the duties of System Network Administrator for the C-INFO system, to include:
 - a. Monitor system availability, maintain secure backups for disaster recovery purposes, restart backup stalls, restarts and reboots, and maintain OS patches.
 - b. Interface with County staff regarding operations issues, and add/modify RTS printers.
 - c. Detect and/or respond to correct VPN issues, interface with outside agency ISP vendors.

- d. Maintain Microsoft Operating Systems in patched, secured, state of operation.
 - e. Ensure System Backups function properly; restart stalled or stopped backup service.
 - f. Restore/Rebuild damaged inoperable system – Operating System and or Application.
 - g. Maintain Synchronization Manager, restart stalled syncs, manually sync as necessary.
 - h. Monitor and manage the use of processors, disk space, memory, and connections.
 - i. Plan & communicate VPN requirements/modification/addition to add/maintain VPN communication.
 - j. Diagnose and correct OS and communication/network system problems.
 - k. Perform Windows OS password resets for users as requested.
 - l. Maintain, upgrade Hardware platform as necessary, to exclude cost of any necessary hardware components/parts.
 - m. Interface with ISP for IP changes or other technical problems.
 - n. Interface with LGU regarding operations issues.
10. Perform the duties of Database Administrator for the C-INFO system, to include:
- a. Maintain data integrity – ensure data is preserved as it was entered.
 - b. Maintain/ensure data confidentiality and regulation adherence, including data backups.
 - c. Maintain data availability – ensure C-INFO data is available – correct problems that make it inaccessible.
 - d. Maintain Database in patched, secured, state of operation, select appropriate database patches and apply.
 - e. Maintain core-database image (data and dictionary) on each copy of C-INFO including the sync manager lockbox.
 - f. Test and deploy new C-INFO versions (front ends and database table structures) and make available to users.
 - g. Update codes and control tables for new data element or items.
 - h. Update sync manager database image with new/modified table definitions.
 - i. Monitor and restart sync manager when it stalls due to internet or routing issues.
 - j. Create/install/modify document binding sequences with digital signature upon request.
 - k. Create/install/modify data entry sequences upon request.
 - l. Correct/delete erroneous data entries upon request.
11. Provide System Maintenance and User Support for the C-INFO system, as required:
- a. Plan/monitor/maintain user connectivity to include C-INFO user account/roles creation, activation and deactivation
 - b. Manage User accounts, deactivate users, permissions, user start up menus, and perform C-INFO password resets for users as requested in accordance with OCDMH procedures.
 - c. Change C-INFO running parameters to reflect desired navigation/operation by program, team, or user.

- d. Answer use inquiries.
 - e. Advise, plan, install, upgrade, and maintain software components required for C-INFO functionality.
 - f. Diagnose and correct C-INFO system problems.
12. Provide Disaster Recovery support, as needed, to restore the C-INFO system within a timely manner in the event of system outage.
 13. Maintain a log of activities; submit to Oneida County Department of Mental Health as soon after the last day of each month as is practical.
 14. As the Consulting Enterprise receives federal funding, the recipient shall comply with all requirements stated in OMB Circular A-133. OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996 P.L. 104 -156.
 - a. If it is expected that the Consulting Enterprise expend \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the Consulting Enterprise shall cause to have a single audit conducted in accordance with OMB Circular A-133. Only the Data Collection Form, defined in OMB Circular A-133 needs to be submitted to the Oneida County Department of Mental Health. However, if there are findings or questioned costs related to the program that is federally funded by the Oneida County Department of Mental Health, a complete reporting package, as defined in OMB Circular A-133, shall be submitted to the Oneida County Department of Mental Health.
 - b. All required documents should be submitted within the earlier of 30 days after receipt of the auditor's report or 7 months after the end of the audit period. The documents should be submitted to the Oneida County Department of Mental Health.
 - c. Should the Consulting Enterprise expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the Consulting Enterprise shall retain all documents related to expenditures reimbursed with federal funding for three years, and make such documents available for a subsequent audit as requested by Oneida County or the United States Department of Housing and Urban Development.
 15. The County agrees to pay the Consulting Enterprise for services provided pursuant to this Agreement upon completion of each quarter. The Oneida County Department of Mental Health will reimburse Knowledge Intersect, Inc. a maximum of \$133,500.00 (One-Hundred Thirty Three Thousand Five Hundred Dollars) per Contract year. The Consulting Enterprise may submit a voucher on or after the 15th of the third month of the quarter requesting payment. The voucher will be processed and submitted for payment as soon after the end of the quarter as is practical (and contingent upon the availability of funds).
 - a. Annual HUD HMIS Licenses: \$38,500.00
 - b. Annual HUD HMIS Data Extraction and Custom Reports: \$ 4,000.00
 - c. Annual OCDMH License: \$39,500.00 (includes error correction & upgrades and matching dollars for HUD HMIS licenses)
 - d. Annual Network Administration: \$ 51,500.00
 16. The County shall not be responsible for payment of services beyond the hours specified within this contract, unless prior written approval has been provided by the Commissioner of Mental Health or his/her designee.

a. Payment Schedule per Contract year as follows:

	Contract Inception Jan 1 – Qtr 1	Apr 1 – Qtr 2	Jul 1 – Qtr 3	Oct 1 – Qtr 4	Jan following year
C-Info Licenses	19,500	19,500	19,500	19,500	0
System/Admin	0	12,875	12,875	12,875	12,875
Total:	19,500	32,375	32,375	32,375	12,875

- b. The County shall reimburse the Consulting Enterprise for the purchase of equipment, materials and supplies, for the sole provision to participating agencies, which are specified and accounted for in the Budget.
- c. The County shall **NOT** reimburse the Consulting Enterprise for any equipment, software, or services intended for sole use of the Consulting Enterprise.
- d. The Consulting Enterprise shall **NOT** be reimbursed for any travel expenses.
- e. The County shall maintain an equitable interest in all equipment purchased and furnished to participating agencies under this Agreement or any previous agreement between the County and the Consulting Enterprise. For such purposes, the County shall interface directly with the agencies holding such equipment. Any equipment procured for participating agencies shall have all warranties and/or service agreements registered in the name of the receiving agency.
- f. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursement by HUD. This provision shall apply to this Agreement and all previous Agreements between the County and the Consulting Enterprise.
- g. If for any reason whatsoever, the Consulting Enterprise spends and vouchers an amount that is less than the amount specified in the attached Budget during the term of this Agreement, for the purposes set forth herein, the total County payment specified herein shall be reduced to the amount of Consulting Enterprise expenditures that were billed to and approved by the Oneida County Department of Mental Health. The Consulting Enterprise may **NOT** claim any payments made to third parties.
- h. The Consulting Enterprise shall not enter into any agreement with any third party for the direct provision of contracted software or equipment procurement services without the prior written approval of the County nor assign the within contract and without the prior written approval of the County. Such approval shall be granted or withheld at the sole discretion of the County. This provision does not prohibit the Consulting Enterprise from entering into employment contracts or contracts for the acquisition of goods or the provision of services, which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted software or equipment procurement services.
- i. Ancillary Services provided by the Consulting Enterprise to enhance the system or provide other related services shall be in accordance with written authorization of the Commissioner of Mental Health using the Price Schedule in Appendix N.

17. The Consulting Enterprise, as a provider of software licenses and associated support, as well as procuring equipment as directed, shall have no authority to revise any portion of the Budget.

- a. The County has permission to move HUD HMIS funding from one existing budget line to another. In the event that the County / HUD modifies the budget amounts, instructions

or format during the course of this contract period, the County shall inform the Consulting Enterprise within 60 days of such change.

- b. Software licensing can be moved to other agencies, prior to effective dates in the budget, but cannot be moved or changed after the licensing period commences without prior agreement by the Consulting Enterprise. Equipment and supplies procurement budget requests for participating agencies cannot be less than the costs associated with procuring such equipment.
 - c. The Oneida County Department of Mental Health, at its sole discretion, may make budget changes, provided that the total budget is not increased. Upon such budget changes, the Budget as revised shall, for purposes of this Agreement, replace the Budget previously appended and made a part hereof.
18. Either party may terminate this Agreement by giving ninety (90) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Consulting Enterprise fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Consulting Enterprise becomes bankrupt or insolvent or falsifies his records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Consulting Enterprise.
- a. The County and Knowledge Intersect, Inc. shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. This shall not release Knowledge Intersect from its confidentiality and disclosure responsibilities as outlined in Section 9 of this Agreement. The County will discontinue its licensing and use of C-INFO product on the effective date of termination, but will retain all C-INFO Database data records for its use per the C-INFO license. (Appendix B)
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The laws of the State of New York shall govern this contract and jurisdiction and venue shall lie within the State of New York.
 - d. The County shall be responsible for payment of all claims for services provided and costs incurred by the Consulting Enterprise prior to termination of this Agreement that are pursuant to, and after the Consulting Enterprise's compliance with, the terms and conditions herein.
19. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May, 1999, the Consulting Enterprise agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Consulting Enterprise and any sub Consulting Enterprises. Upon awarding of this contract, and before work commences, the Consulting Enterprise will be required to provide Oneida county 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 Consulting Enterprise and any sub Consulting Enterprises in performance of this Agreement will be delivered exclusively to the Oneida-Herkimer Solid Waste

Authority facilities.

20. The Consulting Enterprise and its employees agree to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

- a. It is expressly understood that as a Consulting Enterprise to the Oneida County Department of Mental Health, Knowledge Intersect, Inc. may and will receive confidential information from the Department of Mental Health and that this information may have been received from other Independent Consulting Enterprises and/or licensed agencies. The Consulting Enterprise agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
- b. Accordingly, as a condition of and in consideration of my access to confidential information, Knowledge Intersect, Inc. promises that:
 - i. Confidential information including PHI will be used only as needed to perform the legitimate duties as an owner/employee affiliated with Knowledge Intersect, Inc. This means, among other things, that:
 1. Knowledge Intersect, Inc. will only access confidential information for which Knowledge Intersect, Inc. has a need to know; and
 2. Knowledge Intersect, Inc. will not in any way divulge, copy, release, sell, loan, review, alter or destroy any *confidential* information except as properly authorized within the scope of professional activities and
 3. Knowledge Intersect, Inc. will not misuse information or carelessly handle confidential information.
 - ii. Knowledge Intersect, Inc. will safeguard and will not disclose access code or any other authorization that allows Knowledge Intersect, Inc. to access confidential information. Knowledge Intersect, Inc. accepts responsibility for all activities undertaken using the access code and other authorization.
 - iii. Knowledge Intersect, Inc. will report activities by any individual or entity that may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. Knowledge Intersect, Inc. understands that these obligations under this Agreement will continue after termination of this engagement. Knowledge Intersect, Inc. understands that these privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. Knowledge Intersect, Inc. understands that it has no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health may at any time revoke Knowledge Intersect, Inc.'s access code, other authorization, or access to confidential information. At all times during this engagement, Knowledge Intersect, Inc. will safeguard the confidentiality of all confidential information.
 - vi. Knowledge Intersect, Inc. will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard the access

code or other authorization access to confidential information. Knowledge Intersect, Inc. understands that any failure to comply with this Agreement may result in immediate termination of Knowledge Intersect Inc.'s access to the information system and legal action against Knowledge Intersect, Inc.

- c. The Consulting Enterprise agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV-related illness. If the Consulting Enterprise is provided with any confidential HIV related information during the course of providing services and in accordance with 403 of Title 18 of the NYSDSS regulation and Section 2782 of the Public Health Law, it shall be informed of the penalties and fines for any redisclosure found to be violation of New York State Law and/or Regulation.
 - i. The Consulting Enterprise must include the following written statement when disclosing any confidential HIV-related Information:

“This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”
- d. During the performance of this Agreement, the Consulting Enterprise agrees that:
 - i. It shall not discriminate against any employees or applicant for employment because of race, creed, color, national origin, gender, age, disability or marital status;
 - ii. No persons shall be denied the service provided under this Agreement because of race, color, national origin, gender, age, disability, marital status or ability to pay; and
 - iii. It shall not discriminate in the employment and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violation or refusals to comply, state and county funding to such agencies will be terminated and/or administrative fines imposed.
- e. It is expressly understood that the Consulting Enterprise will enter into Business Associate (BA) Agreements with other direct service providers consistent with the Organized Health Care arrangement referenced above.
- f. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understanding are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

21. The Consulting Enterprise, by signing this Agreement, certifies, to the best of its knowledge and belief, that:

- a. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State, and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the

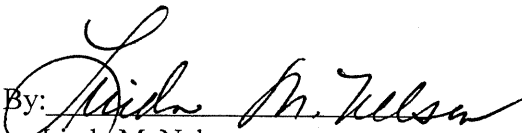
making of any loan, the entering into of any cooperative agreement, and the modification of any contract, grant, loan or cooperative agreement.

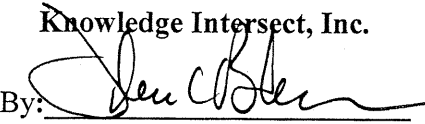
- b. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, Disclosure Form to Report Lobbying (hereinafter referred to as Disclosure) which is attached to this contract as Appendix G in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Failure to file the required certification shall be subject to a civil penalty by the Federal Government of not less than \$10,000 and not more than \$100,000 for each failure.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal the day and year first above written.

COUNTY OF ONEIDA

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

By:  _____
Linda M. Nelson Date 1/6/11
Commissioner of Mental Health

Knowledge Intersect, Inc.
By:  _____
John Backman Date 1-6-2011
Knowledge Intersect, Inc.

Approved as To Form Only:
Oneida County Attorney

By: Raymond J. Burr

Date: 01/10/11

**APPENDIX A
CONTRACT BUDGET 2011
KNOWLEDGE INTERSECT**

	OMH	\$91,000.00	
	OMRDD		
	OASAS		
Total State Aid			\$91,000.00
County Funds			
Voluntary Contribution (Matched)			\$0.00
Unmatched Contribution by Agency			\$0.00
Federal Aid			\$42,500.00
TOTAL FUNDING			\$133,500.00

Appendix B: Service/Program Narrative

NOTE: Please complete a separate Service/Program Narrative for each individual Service/Program covered under this agreement as outlined in *Appendix A*.

- I. Describe the individual Service/Program by name, type and location, including the manner in which it will be provided by the **Contractor**. If there is software or other license involved, please describe its purpose and applicability to the Service/Program being provided.
- II. Upon the final execution of this Agreement, the **Contractor** is explicitly agreeing to participate in the Oneida County Mental Health System of Care. Where applicable, list the written Business Associate and/or Chain of Trust agreements the **Contractor** has with other service providers that enhance the continuity of care and accessibility of needed services. Attach a photocopy of these Agreements and label this *Appendix B: Section II*.

Appendix B. c-info License



*c-info*TM Client Coordination Database License Agreement

The *c-info* product (code, modules, proprietary tables, libraries and object code) is proprietary to Knowledge Intersect, and is protected by Federal Copyright Law. Knowledge Intersect retains the title to and ownership of the Product. You are licensed to use this Product on the following terms and conditions:

LICENSE: The licensee is defined as the singular, licensed organization utilizing the *c-info* networked database system, hereafter referred to as the Product. Knowledge Intersect, grants the licensee a nonexclusive, annual license authorizing the licensee to distribute and use the Product within their organization by its employees. Use of this product by more than one organization or by anyone other than the licensee terminates, without notification, this license and the right to use this product.

YOU MAY NOT: Distribute, rent, sub-license or otherwise make available to others the software or documentation or copies thereof, except as expressly permitted in this License without prior written consent from Knowledge Intersect. In the case of an authorized transfer, the transferee must agree to be bound by the terms and conditions of this License Agreement.

ENTITLEMENTS: You are entitled to receive and incorporate all version upgrades and enhancements at no cost while holding a valid license.

The license includes defect correction for replicable errors to existing code.

RESTRICTIONS: You may use this Product to effect your business processes as long as:

The data and/or information that you produce and distribute does NOT include Product components, nor expose proprietary software algorithms, codes or coding.

You may not remove any proprietary notices, labels, trademarks on the software or documentation.

You may not modify, decompile, disassemble, reverse engineer or translate the software.

US GOVERNMENT RESTRICTED RIGHTS: Use, duplication or disclosure by the United States Government is subject to restrictions as set forth under DFARS 252.227-7013 or in FARS 52.227-19 Commercial Computer Software - Restricted Rights.

TERM: The term of the annual license agreement commences on the first day of a paid or contracted month and lasts for a 12 month duration ending on the last day of the twelfth month. License renewal extends this licensing agreement. You may terminate your License and this Agreement at any time by providing notice of your intent to discontinue your license prior to the next annual license registration period. At the time of discontinuance, you may retain your data tables for use within your organization, but agree to destroy all copies of the proprietary codes, controls, and the *c-info* panelized front end Product and Product Documentation. They will also terminate automatically if you fail to comply with any term or condition in this Agreement.

LIMITED WARRANTY: This software and documentation are sold "as is" without any warranty as to their performance or fitness for any particular purpose. The entire risk as to the quality and performance of the software is assumed by the licensee. Knowledge Intersect warrants that the media on which the Program is furnished will be free from any defects in materials. Exclusive remedy in the event of a defect is expressly limited to the replacements of media. In no event shall Knowledge Intersect, nor anyone else who has been involved in the creation, development, production, or delivery of this software be liable for any direct, incidental or consequential damages, such as, but not limited to, loss of anticipated profits, benefits, use, or data resulting from the use of this software, or arising out of any breach of warranty.

Appendix C: Resolution 249 Compliance

Service and Program Locations

Attach a list of all Oneida County locations where services and programs will be provided. This list should include all services and programs not withstanding their delineation in *Appendix A* of this Agreement. As required in Section XVIII of the Boilerplate language, attach a photocopy of the Agreement/Contract between the **Contractor** and the hauler of solid wastes and recyclables for each site. Include a certification statement from the Oneida-Herkimer Solid Waste Management Authority attesting that the hauler utilizes the facilities of the Authority in compliance with Resolution 249 of the Oneida County Board of Legislators.

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Donald Gross, Chairman
Neil C. Angell, Vice Chairman
Harry A. Herflino, Treasurer
Vincent A. Casale
Alicia Dicks

James M. D'Onofrio
Barbara Freeman
Kenneth A. Long
Robert J. Roberts, III
James M. Williams

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

January 26, 2010

Mr. John Backman
Knowledge Intersect
139 Colonial Drive
New Hartford, NY 13413

RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE

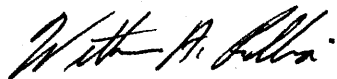
Dear Mr. Backman:

Based upon the information you provided, this will certify your compliance with County solid waste management policy, specifically the May 26, 1999 Oneida County Board of Legislators Resolution #249. Your current solid waste hauler (**the Village of New Hartford**) is presently delivering your solid waste to an Oneida-Herkimer Solid Waste Management Authority facility for disposal.

In the event that you change your solid waste hauler you should immediately contact the Oneida-Herkimer Solid Waste Authority office for solid waste hauler compliance verification.

If you any questions please feel free to contact this office.

Sincerely,



William A. Rabbia
Executive Director

WAR/aag

Appendix D: Insurance Statement

Attach a copy of the Contractor's Certificate of Insurance that clearly lists Oneida County as an "Additionally Insured".



OP ID: BS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

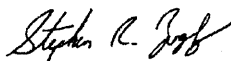
PRODUCER Scalzo, Zogby & Wittig, Inc. P.O. Box 0816 New Hartford, NY 13413 C/L HOUSE ACCOUNT		315-792-0000 315-792-4637	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: KNOWL-1	FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Co., LTD INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 11000
INSURED Knowledge Intersect Inc. 139 Colonial Drive New Hartford, NY 13413					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	01SBAZC8496	01/01/11	01/01/12	EACH OCCURRENCE \$ 300,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 300,000
						GENERAL AGGREGATE \$ 600,000
						PRODUCTS - COMP/OP AGG \$ 600,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The certificate holder is named as an additional insured as their interest may appear

CERTIFICATE HOLDER		CANCELLATION	
OCDMH-1 Oneida County Department of Mental Health 235 Elizabeth Street Utica, NY 13501		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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Appendix F: HIPAA Policy and Procedures

**Where applicable, attach a copy of the Contractor's
HIPAA Policy and Procedures.**

Resubmit only when revised or updated.

Knowledge Intersect Privacy Practices

Knowledge Intersect, as a business associate, is required by law to maintain the privacy of all health information it may come into contact with as result of normal business operations. As a software vendor / consulting enterprise, it has no HIPAA / CFR42 clients per se; thus, its responsibility is to notify its contracting agency, the Oneida County Department of Mental Health or the Agency owning the database/data, should it become aware that Client Protected Health Information (PHI) has become compromised.

Knowledge Intersect prohibits all employees from examining client PHI / Data, unless such examination is required as a necessary by product of contracted database work as directed by authorized database users or supervisory personnel. Violation of such policies and rules will result in disciplinary measures, including possible discharge / termination.

As a business associate, Knowledge Intersect has no ownership rights regarding client PHI data contained in the c-info database. Thus, Knowledge Intersect cannot disclose any information to law enforcement, court personnel, or public health authorities. Knowledge Intersect will provide extracts as requested to the Oneida County Department of Mental Health or a participating agency that owns the concerned database/data. It is then the responsibility of OCDMH or the agency owning the database/data to deliver such data / extract to requesting court, law enforcement, or public health personnel.

HIPAA, CFR-42, and NYS OMH regulations are always considered in all business operations, processes, or meetings concerning the use or disclosure of any / all data that can be assembled into PHI.

Knowledge Intersect will not consent to implement any process concerning PHI data that it deems in violation of HIPAA, CFR-42, or NYS OMH regulations.

Knowledge Intersect reviews its practices with employees annually as well as every time PHI processes are considered and provides all new employees with in depth training regarding HIPAA, CFR-42, and NYS OMH / OASAS regulations and the privacy of client PHI.

Questions concerning Knowledge Intersects implementation of privacy practices should be directed to:

John Backman
139 Colonial Drive
New Hartford, New York 13413

(315) 292-1611

Appendix H: Disaster Response Plan

**Where applicable, attach a copy of the Contractor's
Disaster Response Plan.**

Resubmit only when revised or updated.

Knowledge Intersect Continuity Planning 315 292-1611

Contacts: Primary John Backman after hours 315 292-1607
Secondary John Backman after hours 315 335-4001

a. Program (Software) Continuity

Knowledge Intersect currently maintains a weekly backup of OCDMH Agency Databases (data) onsite. Knowledge Intersect also maintains backups of all development platforms used to generate c-info programming.

OCDMH Current Tape Backups

Currently, OCDMH maintains a full tape backup image of the OCDMH server using BackUp Exec software. These are maintained at the OCDMH site and in the event of system failure, these tapes could be used (with BackUp Exec software) to recreate the entire c-info server system (with data) as it existed at the time of last tape backup prior to any system failure. Any system / network technician or engineer has sufficient knowledge to use BackUp Exec (a very common program) to rebuild the OCDMH system image.

OCDMH – Server Image Mirroring

OCDMH may elect to have the c-info server included in Oneida County's offsite data mirroring program. In the event of such a decision, Knowledge Intersect would provide the operator access required for any employee/designee of Oneida County required for such data mirroring to take place. Restore procedures for this type of system backup would be the responsibility of Oneida County and their data mirroring vendor – since such restoration would largely depend on that vendor's back up and restoration software.

OCDMH Server Administration Userid and Password

A valid userid and password for a server administrator level account will be tendered in a sealed envelope and stored in accord with such procedures as devised by Oneida County and its legal department to provide emergency access by Oneida County, should Knowledge Intersect be unable to provide such access. The purpose of this unusual procedure is to protect the integrity of the system data lockbox, while providing Oneida County with emergency access.

Staff Continuity

As a small company, Knowledge Intersect has two employees. One is focused on c-info development and maintenance. The other is focused on maintaining the OCDMH server and network as well as resolving end user client workstation issues. Neither of the two have extensive experience with the others area of expertise.

In the event of some unforeseen event impacting the ability of an employee's ability to fulfill their function, Knowledge Intersect intends to implement the following plan:

1. c-info development / programming

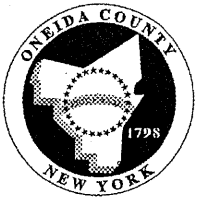
Knowledge Intersect would interview and hire a programmer capable of meeting c-info service and on-going development. To do this, Knowledge Intersect would engage former employees to assist in interviewing potential candidates and to help educate the hired candidate during the initial employment phase.

Time Frames: Hire 2- 4 weeks Able to perform emergency maintenance 1 – 3 months
Able to develop / add functionality 2 – 6 months

2. Server/Network/End User maintenance

Knowledge Intersect would interview and engage a qualified candidate capable of maintaining the OCDMH Server, network and end user workstation platforms. Such candidate would possess a strong background in server and network maintenance. The existing programmer has sufficient expertise to direct the new candidate in task assignment and approaches.

Time Frames: Hire 1- 4 weeks Able to perform all duties 1 - 2 months



ONEIDA COUNTY BOARD OF ELECTIONS

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

CAROLANN N. CARDONE
Democratic Commissioner
(315) 798-5761

PAMELA N. MANDRYCK
Republican Commissioner
(315) 798-5763

Anthony J. Picente Jr.
County Executive

FN 20 11 - 050

January 6, 2011

INTERNAL AFFAIRS

WAYS & MEANS

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

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

[Signature]
Anthony J. Picente, Jr.
County Executive
Date 1/25/11

Dear County Executive Picente:

Please find enclosed four (4) duplicate originals of contracts between Oneida County Board of Elections and the NTS Data Services, LLC. NTS provides services for the election community and is principally located at 1342 Military Road, Niagara Falls, New York. This Purchase of Service contract will provide for ongoing support and maintenance of the TEAM Voter Registration, Sign-It Signature Digitization, Full Document Imaging and IMS Interface Messaging Systems. Software maintenance for TEAM, Sign-It, Full Document Imaging and IMS is included in the agreement.

This is a three year agreement which terminates December 31, 2013. The total contract value is \$126,609 with annual payments of \$42,203 due on January 15 of each year within the term of the contract.

The capabilities provided for within this agreement enable the Oneida County Board of Elections to fulfill our state-mandated obligations to register voters and create a thorough documentation process, ultimately providing voter privacy and security. Additionally we are able to verify voter eligibility and support those parties interested in seeking office.

We thank you in advance for your attention to this matter, and please feel free to contact us if you have any questions or need anything further.

Sincerely,

[Signature]
CAROLANN N. CARDONE
COMMISSIONER OF ELECTIONS

[Signature]
PAMELA N. MANDRYCK
COMMISSIONER OF ELECTIONS

PNM:CNC
Enc.

2011 JAN 25 PM 4:15
RECEIVED
ONEIDA COUNTY LEGISLATURE



ONEIDA COUNTY BOARD OF ELECTIONS

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

Anthony J. Picente Jr.
County Executive

CAROLANN N. CARDONE
Democratic Commissioner
(315) 798-5761

PAMELA N. MANDRYCK
Republican Commissioner
(315) 798-5763

14 January 2011

Gerald J. Fiorini
Chairman of the Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, NY 13501

Dear Chairman Fiorini:

The Board of Elections has submitted for review and approval a contract, number 011922, for purchase of services from NTS Data Services, LLC, a firm with whom we have traditionally worked for many years. NTS is a New York firm whose primary clientele are elections-oriented. Oneida County, through the Board of Elections, purchased software as well maintenance and support services for the TEAM Voter Registration, Sign-It Signature Digitization, Full Document Imaging and IMS (Interface Messaging Systems). These programs enable the County Board of Elections to satisfy requirements of New York State Board of Elections and election law.

Our three year agreement included within this action has a total value of \$126,609 with annual payments of \$42,203. These monies are included in our 2011 budget, thus no additional funding is required. The vendor has requested that we process this agreement as expeditiously as possible which is the purpose of this correspondence to you.

It is our understanding that the agreement has moved through Legal and Budget and is making its way to the board of Legislators for action. We respectfully request that this contract be acted upon by the Board of Legislators at its earliest convenience which we understand would be the 16 February meeting. If additional information is required, please contact our office. Thank you for your consideration of this request.

Sincerely,

Pamela N. Mandryck
Republican Commissioner of Elections

Carolann N. Cardone
Democrat Commissioner of Elections

Atch: Contract Documentation

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 18 PM 2:56

ONEIDA COUNTY BOARD OF LEGISLATORS

VENDOR:

NTS Data Services, LLC.
1342 Military Road
Niagara Falls, NY 14304

Purchase of Service Agreement for on-going support and maintenance (including software maintenance) of the TEAM Voter Registration, Sign-It Signature Digitization, Full Document Imaging and IMS Interface Messaging Systems.

Term of Agreement: Commencing 1 January 2011 and terminating 31 December 2013

Client Population/Number to be Served: Residents of Oneida County; current registered voters total slightly more than 133,000

This agreement enables the Oneida County Board of Elections to fulfill our state-mandated obligations to register voters and create a thorough documentation process, ultimately providing voter privacy and security. This agreement also allows us to verify voter eligibility and support those parties interested in the elective process.

Total Funding Requested: \$126,609 with annual payments of \$42,203

Account#: 1451.492

Oneida County Department Funding Recommendation:

Proposed Funding Sources: County \$ (Budgeted within the approved 2011 Budget)

Cost Per Client Served: less than \$ 0.32 per person per year of the agreement

Past Performance Data: NTS is a long-time vendor to the Board of Elections whose primary business community is the elections organizations of virtually every county in New York State. Our experiences with NTS have been extremely satisfactory with quick response to concerns, substantive training and support as well as positive reaction to suggested modifications.

**VOTER REGISTRATION,
SIGNATURE DIGITIZATION,
FULL DOCUMENT IMAGING
AND
INTERFACE MESSAGING SYSTEM
MAINTENANCE AND SUPPORT
AGREEMENT**

THIS agreement ("Agreement") is made and entered into this _____ day of _____, 20_____, by ONEIDA COUNTY BOARD OF ELECTIONS, with offices located at Union Station, 321 Main St, 3rd Floor, Utica, NY 13501, hereinafter referred to as the BOARD, and NTS DATA SERVICES, LLC, a New York Limited Liability Company with office and principal place at 1342 Military Road, Niagara Falls, NY 14304, hereinafter referred to as NTS.

WHEREAS, the BOARD requires ongoing support and maintenance for the TEAM Voter Registration, Sign-It Signature Digitization, Full Document Imaging and IMS Interface Messaging Systems, and

WHEREAS, the BOARD in evaluating prospective suppliers of systems and services has selected NTS as best suited to their requirements.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed as follows:

1. HARDWARE & OPERATING SYSTEM SOFTWARE

BOARD has opted to provide the PC hardware, hardware maintenance, NTS recommended supporting software and all operating system software required to support all workstations and servers of the licensed systems.

Prior to the purchase of hardware, supporting software and operating system, and continuing for the Term of this Agreement, NTS shall review and approve all purchases related to the implementation of the NTS application software. If the NTS approved hardware and software implementation is deviated from and operational problems develop, the time spent by NTS to resolve the problems shall be billable to BOARD per ARTICLE I, Section 3 of the Addendum A.

In addition, if in the resolution of an operational problem, it is ultimately shown to be a hardware, network operating system or any other non application software related problem, the NTS time required to resolve the problem shall be billable per ARTICLE I, Section 3 of Addendum A.

For the Term of this Agreement, BOARD agrees to purchase and maintain up-to-date versions of NTS recommended diagnostic software to assist in the determination and resolution of system related problems.

2. SOFTWARE MAINTENANCE

Software maintenance for TEAM, Sign-It, Full Document Imaging and IMS is included in the pricing set forth in this agreement. This maintenance shall include periodic upgrades and new releases of the licensed software. Software maintenance shall commence on January 1, 2011 and conclude on December 31, 2013.

3. HOTLINE SUPPORT

Hotline support for TEAM, Sign-It, Full Document Imaging and IMS not to exceed twelve (12) hours in any one month, shall be provided by NTS at no charge to the BOARD from January 1, 2011 until December 31, 2013. Hotline support shall be available between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. Hotline support over and above the monthly maximum shall be billed at \$125.00 per hour.

4. APPLICATION SOFTWARE INSTALLATION AND CONFIGURATION

BOARD shall provide means for authorized remote access into the BOARD system by NTS to facilitate application software installation. This remote access may be via Virtual Private Network, pcAnywhere or any other mutually acceptable connection method. NTS shall complete application software installation remotely and perform software testing through this connection. For the Term of this Agreement, remote access and security rights shall be provided to NTS in order to facilitate installation of application software updates for the BOARD.

5. PRICING

Pricing for TEAM, Sign-It, Full Document Imaging and IMS software maintenance and support services is detailed below:

Software maintenance and support	\$126,609.00
----------------------------------	--------------

It is understood and agreed by and between both parties that the BOARD is a tax-exempt entity, and therefore shall not be charged any tax on this transaction.

6. PAYMENT SCHEDULE

Invoices will be mailed to the BOARD prior to each due date.

On January 15, 2011, the BOARD shall make a payment of \$42,203.00 to NTS

On January 15, 2012, the BOARD shall make a payment of \$42,203.00 to NTS

On January 15, 2013, the BOARD shall make a payment of \$42,203.00 to NTS

Within 10 days of each due date the BOARD shall make the payment indicated.

7. ORIGINAL AGREEMENT

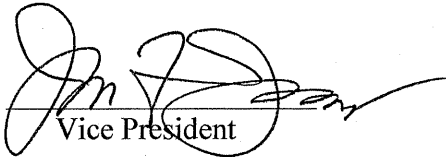
All provisions of the NTS Supplemental Software Licensing Agreement (Addendum A) executed by the BOARD on May 26, 2006 remain in effect unless specifically superseded by this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

NTS DATA SERVICES, LLC

ONEIDA COUNTY

By:


Vice President

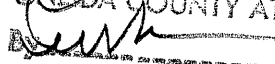
By: _____

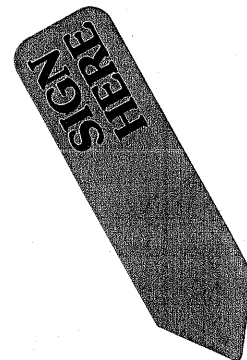
County Executive

Date: _____

1/4/2011

Date: _____

Approved As To Form
ONEIDA COUNTY ATTORNEY




ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

January 19, 2011

FN 20 11 - 051

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

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 25 PM 3:45

Dear Mr. Picente:

Recently we received an offer from Mr. C. Bowman for a delinquent property located on Sconondoa Rd in the Town of Verona (309.015-1-22). The property Mr. Bowman seeks was offered at a previous auction (September 15, 2005) where it received no bid. It has been on the county's web page since that time.

This property is located next to another lot Mr. Bowman purchased at the November 2010 county auction. His intent is to build a business on the property from November's auction and use the Sconondoa Road parcel for additional parking.

We have attached the offer from Mr. Bowman, a description of the property, tax map, and a current tax statement. We recommend the offer be forwarded to the Board for their consideration.

Sincerely,

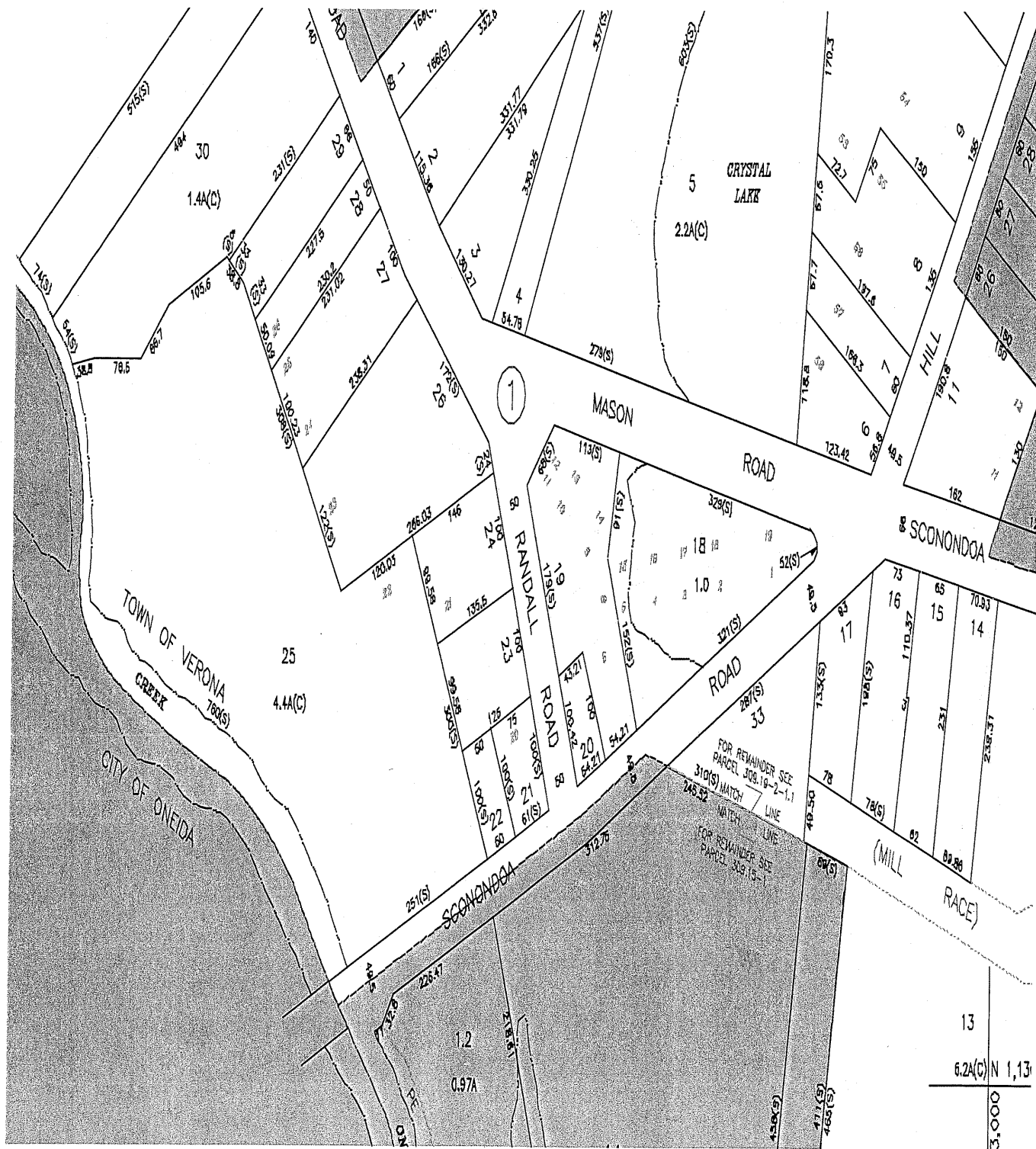
Anthony Carvelli
Commissioner of Finance

AC/bad

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

Anthony J. Picente, Jr.
County Executive

Date 1/24/11



Courtney L. Bowman

361 Hurricane rd

Cold Brook Ny, 13324

315-266-8982

To: Oneida County Dept. Of Finance

C/O Deciding official for a Offer to buy Real Property in the County.

CC. Commissioner of finance

Property ID# 309.015 -1 - 22

Town: Verona

I Courtney L. Bowman would like to make an offer on the above listed parcel of \$ 100.00 for the purposes of a Parking area for Parcel Id # 309.015.1.25 which I bought at the November 18th, 2010 auction. I am a contractor whom intends to open a office location in this area so I believe this sale will benefit both the county and my own personal interests. I am aware of the closing costs for vacant land.

Thank you for your consideration.

Courtney L. Bowman

Property Description - 2011

Commercial

Status: **Active** Roll Section : **Taxable**

SWIS: **306200** TaxMap#: **309.015-1-22**

Sconondoa Rd

Site #: 1

Building #: 1

Used As : **NON-CONTRIB. AREA**

Property Class : **475-Junkyard**

Neighborhood: **06210** Val Dist : **00**

School District : **Oneida City School**

Zoning Code: **01**

Owner:

Hopkins, Clarence
RD 2 Sconondoa Rd
Oneida NY 13421

Site

Book : 1,957 Page : 879

Overall EFF Year Built : 0

Overall Condition : Poor

Overall Grade : Minimum

Overall Desirability : Poor

Structure

Air Conditioning Percent : 0%

Sprinkler Percent : 0%

Alarm Percent : 0%

Number of Elevators : 0

Basement Type :

Year Built: 0

Condition :

Quality : Average-

Area

Gross Floor Area: 100 SqFt

Number of Stories : 1

Utilities

Sewer Type: Comm/public

Water Supply: Comm/public

Utilities: Electric

Commercial Uses

No Commercial Uses

Improvements:

Improvement: SHED, MACHINERY
Grade: Minimum
Condition: Poor
Size1: 10 Size2: 10 Year: 1990

Last Sale:

No Sale

Land:

Land Type: Primary
Size: 50 x 100

Total Acreage: 0

Assessment:

Land : 2,500

Total: 2,500

Taxes:

Taxes not available or charged

ONEIDA COUNTY DEPARTMENT OF FINANCE

PHONE: (315) 798-5754

DATE: 01/04/11

TO: HOPKINS CLARENCE
RD 2 SCONONDOA RD
ONEIDA NY

13421-

DELINQUENT NOTICE

DELINQUENT TAXES EXIST AGAINST THE PROPERTY LISTED BELOW. A 5% PENALTY WAS ADDED PURSUANT TO LAW AND INTEREST AT 10% PER YEAR IS ACCUMULATING AGAINST THE BALANCE DUE.

IN ORDER TO PROTECT YOUR INTEREST IN YOUR PROPERTY IT IS ESSENTIAL THAT YOU PAY THIS TOTAL. SHOULD TAX REMAIN UNPAID THIS PROPERTY WILL BE ADVERTISED AND THE COST ADDED TO THE AMOUNT DUE.

TOWN OF VERONA
306200 309.015-1-22
ACCOUNT #: 15010
SCHOOL CODE: 251200

MJ * ASSESSMENT LAND: 2500
* ASSESSMENT TOTAL: 2500
* PROPERTY CLASS: 475

PROPERTY LOCATION: 0 SCONONDOA RD
PROPERTY DESCRIPTION:

TX YR	TAX TYPE	CERT. NO.	TAX PLUS PENALTY	INTEREST	ADV. FEE	TOTAL DUE
98	COUNTY	004270	368.81	36.88	0.00	\$ 405.69
99	COUNTY	004078	205.44	20.54	0.00	\$ 225.98
00	COUNTY	004256	207.58	20.76	0.00	\$ 228.34
01	COUNTY	004042	186.76	18.68	0.00	\$ 205.44
02	COUNTY	003872	183.70	18.37	0.00	\$ 202.07
03	COUNTY	003582	199.06	19.91	0.00	\$ 218.97
04	COUNTY	003229	199.02	19.90	0.00	\$ 218.92
05	COUNTY	003038	202.10	20.21	0.00	\$ 222.31
06	COUNTY	002932	212.36	21.24	0.00	\$ 233.60
07	COUNTY	002967	216.21	21.62	0.00	\$ 237.83
08	COUNTY	003026	183.91	18.39	0.00	\$ 202.30
09	COUNTY	003215	185.48	18.55	0.00	\$ 204.03
10	COUNTY		153.59	2.28	0.00	\$ 155.87
STUB SEARCH AND ADVERTISING FEE(S)						\$ 82.00

>>>>>>>>> TOTAL AMOUNT DUE IF PAID BY 01/31/11 = \$ 3043.35

MAKE CHECK PAYABLE TO:
MAIL TO:

COMMISSIONER OF FINANCE
800 PARK AVE.
UTICA, NY 13501

FAILURE TO RECEIVE A TAX BILL DOES NOT WAIVE OBLIGATION TO PAY TAX OR PENALTY. PLEASE RETURN THIS NOTICE WITH CHECK OR MONEY ORDER. IF RETURN RECEIPT IS NEEDED, PLEASE INCLUDE SELF-ADDRESSED, STAMPED ENVELOPE.

> THE ORIGINAL TOWN AND COUNTY TAX FOR 2011 TOTALS ==> \$ 109.97 <

ATTENTION: Taxes and/or charges in transition to this office

from local collector(s) are not reflected on this statement.

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

FN 20 11-052

January 20, 2011

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

INTERNAL AFFAIRS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 25 PM 3:35

Dear Mr. Picente:

Recently, the Oneida County Finance Department received a request from the Village of Remsen for a parcel of land located at 9629 Main Street in the Town of Remsen. The parcel, identified as tax map number 159.007-1-9, has been requested for municipal use.

We recommend full Board consideration of their request for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

- cc: Gerald Fiorini, Chairman of the Board of Legislators
- Linda M.H. Dillon, County Attorney
- Francis Stacy, Mayor, Village of Remsen
- James Moseman, Attorney for Village of Remsen

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

Anthony J. Picente, Jr.
County Executive

Date 1/21/11

JAMES W. MOSEMAN

KOHN & MOSEMAN
ATTORNEYS AT LAW
9580 MAIN STREET
P.O. BOX 248
REMSEN, NEW YORK 13438
(315) 831-3581

GEORGE KOHN
(1908 - 1993)

January 12, 2011

County of Oneida
Department of Finance
County Office Building
800 Park Avenue
Utica, NY 13501

RECEIVED

JAN 14 2011

ONEIDA COUNTY
COMMISSIONER OF FINANCE

Attention: Dan Yerdon, Deputy Commissioner

Re: Parcel Scheduled for Tax Auction
Current Owner: Albionforge Ministries, Inc.
Interested Municipality: Village of Remsen

Dear Mr. Yerdon:

This will confirm our recent telephone conversation wherein I conveyed the Village of Remsen's interest in acquiring the following parcel should same not be redeemed prior to the scheduled tax sale:

<u>Tax Map Number</u>	<u>Location</u>	<u>Parcel Size</u>
159.007-1-9	9629 Main Street	.316 acre±, with structure

This property is contiguous to and just to the north of the Village's fire house. The property is essential to any expansion of the fire house building and/or available parking. In addition, the structure itself will be instrumental to the Village in promoting tourism and in expanding cultural opportunities for the community.

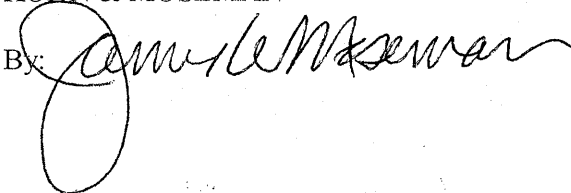
With the knowledge of the Village's interest in this parcel, kindly advise when and what action may be necessary on the municipality's part.

Thank you for your assistance.

Very truly yours,

KOHN & MOSEMAN

By:



JWM:mm

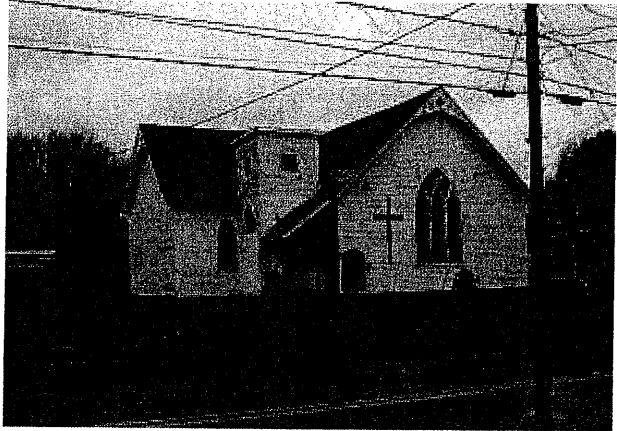
cc: Village of Remsen

Oneida County Tax Sale Auction
TAX SALE YEAR 2010
Commercial Property

Municipality: Remsen (Village)
Tax Map #: 159.007-1-9
Location: 9629 MAIN ST
Property Class: 620 RELIGIOUS
School District: REMSEN CENTRAL
Owner: ALBION MINISTRIES, INC

Structure

Number of Baths:
Number of Bedrooms:
Number of Kitchens:
Number of Fireplaces:
Overall Condition:
Overall Grade:
Porch Type:
Porch Area:
Year Built:
Basement Type:
Base Garage Capacity:
Att Garage Capacity:



Land

Land Type:
Acreage:
Total Frontage: 0 Total Depth: 69.97

Assessment

Land: 8,600
Total: 14,000

Tax Map Location

No Map Available

Area

Living Area:
First Story Area:
Second Story Area:
Additional Story Area:
Half Story Area:
Three-Quarter Area:
Finished Over Garage:
Finished Attic:
Finished Basement:
Finished Rec Room:
Number of Stories:

Utilities

Sewer Type:
Water Supply:
Utilities:
Heat Type:
Fuel Type:
Central Air:

ONEIDA COUNTY DEPARTMENT OF FINANCE

PHONE: (315) 798-5754

DATE: 01/14/11

TO: ALBION MINISTRIES, INC
PO BOX 175
POLAND NY

13431-

DELINQUENT NOTICE

DELINQUENT TAXES EXIST AGAINST THE PROPERTY LISTED BELOW. A 5% PENALTY WAS ADDED PURSUANT TO LAW AND INTEREST AT 10% PER YEAR IS ACCUMULATING AGAINST THE BALANCE DUE.

IN ORDER TO PROTECT YOUR INTEREST IN YOUR PROPERTY IT IS ESSENTIAL THAT YOU PAY THIS TOTAL. SHOULD TAX REMAIN UNPAID THIS PROPERTY WILL BE ADVERTISED AND THE COST ADDED TO THE AMOUNT DUE.

TOWN OF REMSEN VILLAGE OF REMSEN
305201 159.007-1-9 RS * ASSESSMENT LAND: 8600
ACCOUNT #: 85110 * ASSESSMENT TOTAL: 14000
SCHOOL CODE: 305201 * PROPERTY CLASS: 534

PROPERTY LOCATION: 9627 MAIN ST
PROPERTY DESCRIPTION: MASONIC LODGE

Table with columns: TX YR, TAX TYPE, CERT. NO., TAX PLUS PENALTY, INTEREST, ADV. FEE, TOTAL DUE. Rows include tax years 07-10 and a stub search fee.

>>>>>>>> TOTAL AMOUNT DUE IF PAID BY 01/31/11 = \$ 7177.62

MAKE CHECK PAYABLE TO:
MAIL TO:

COMMISSIONER OF FINANCE
800 PARK AVE.
UTICA, NY 13501

FAILURE TO RECEIVE A TAX BILL DOES NOT WAIVE OBLIGATION TO PAY TAX OR PENALTY. PLEASE RETURN THIS NOTICE WITH CHECK OR MONEY ORDER. IF RETURN RECEIPT IS NEEDED, PLEASE INCLUDE SELF-ADDRESSED, STAMPED ENVELOPE.

> THE ORIGINAL TOWN AND COUNTY TAX FOR 2011 TOTALS ==> \$ 1614.65 <

ATTENTION: Taxes and/or charges in transition to this office from local collector(s) are not reflected on this statement.

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

January 11, 2011

FN 20 11 - 053

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 25 PM 3:25

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

INTERNAL AFFAIRS

WAYS & MEANS

Dear Mr. Picente:

Recently, the Oneida County Finance Department received a request from the Town of Vienna for a parcel of land located on Elwood Road. The parcel, identified as tax map number 180.000-1-18, has been requested for municipal use.

We recommend full Board consideration of their request for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

AC/bad

cc: Gerald Fiorini, Chairman of the Board of Legislators
Linda M.H. Dillon, County Attorney
Mark A. Helt, Supervisor, Town of Vienna

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

Anthony J. Picente, Jr.
County Executive

Date 1/18/11



TOWN OF VIENNA
ONEIDA COUNTY, NEW YORK
PO BOX 250, 2083 STATE ROUTE 49
NORTH BAY, NEW YORK 13123
(315) 245-2191 OR (315) 245-2199
FAX (315) 245-3308
TDD 711

Date: 1/6/11

RECEIVED

JAN 07 2011

ONEIDA COUNTY
COMMISSIONER OF FINANCE

Anthony R. Carvelli
Commissioner of Finance
Oneida County Finance Dept.
800 Park Ave
Utica, NY 13501

Dear Sir,

At our regularly scheduled Town meeting on 1/5/11, the Town Council gave approval to acquire, for use by the Town of Vienna's Highway Dept., the tax delinquent parcel, located on Elmwood Rd., parcel # 180.000-1-18, in the Town of Vienna.

Our Highway Dept. has been using this particular piece of property for some time to stage stone, sand, etc., and feels it would be beneficial to continue doing so.

I would be happy to speak with you directly on this matter if you should wish to do so.

Thank you for your consideration.

Respectfully,

Mark A. Helt
Town of Vienna Supervisor

Oneida County Department of Traffic Safety
Division of Traffic Safety – STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive



Michael S. Colangelo
STOP-DWI Administrator

FN 20 11 054

January 7, 2011

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County STOP-DWI Program and the Oneida County Probation Department.

The contract is for funding of \$80,000.00 in 2011 to continue *partial funding of two full-time Probation Officers, as well as their training and staff development as it relates to DWI and related cases. These officers will be responsible for the coordination of all DWI and related cases that are assigned to the Probation department as a result of Oneida County court case dispositions. Mileage reimbursement for probation officers supervising DWI and related case loads. The Probation Department shall also be responsible for providing technical assistance to the STOP-DWI Program and the District Attorney's Office with the execution of Judicial orders/plea agreements requiring DWI and related defendants to attend "Victim Impact Panels" as a condition of their probation or as a part of their sentence/pleas agreement.*

This funding is 100% supported by DWI fines generated in Oneida County, therefore, **there are NO County Dollars in this contact.**

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

Michael S. Colangelo, Administrator

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

Anthony J. Picente, Jr.
County Executive

Date 1/23/11

200 Base Road ▪ Suite 3 ▪ P.O. Box 908 Oriskany, NY 13424
Division of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943
Fax: 315.736.8958 ▪ E-mail stopdwi@ocgov.net ▪ www.ocgov.net

Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Probation supervision of Oneida County DWI Offenders.

Proposed Dates of Operation: January 1, 2011 – December 31, 2011

Client Population/Number to be served: All defendants sentenced to Probation for DWI & its related offenses.

SUMMARY STATEMENTS

1.) **Narrative description of Proposed Services** – *partial funding of two full-time Probation Officers, as well as their training and staff development as it relates to DWI and related cases. These officers will be responsible for the coordination of all DWI and related cases that are assigned to the Probation department as a result of Oneida County court case dispositions. Mileage reimbursement for probation officers supervising DWI and related case loads. The Probation Department shall also be responsible for providing technical assistance to the STOP-DWI Program and the District Attorney's Office with the execution of Judicial orders/plea agreements requiring DWI and related defendants to attend "Victim Impact Panels" as a condition of their probation or as a part of their sentence/pleas agreement. Funding will also be utilized to purchase new alcohol & related drug detection equipment including "secure continuous remote alcohol monitoring devices", to test DWI probationers.*

2.) **Program/Service Objectives and Outcomes** – *To ensure compliance with orders of probation for DWI sentenced defendants.*

3.) **Program Design and Staffing Levels** – *Staff is drawn from the Oneida County Probation Department.*

Total Funding Requested: \$80,000.00

Oneida County Dept. Funding Recommendation: \$80,000.00 (A3313.109)

Proposed Funding Source (Federal\$ / State\$ / County\$): County Dollars, 100% reimbursed from DWI fine monies generated in Oneida County.

Cost per client served: N/A

Past Performance Data

Oneida County Department Staff Comments:

ONEIDA COUNTY STOP-DWI PROGRAM AGREEMENT

THIS AGREEMENT, made this **1st day of January 2011**, by and between **ONEIDA COUNTY PROBATION DEPARTMENT**, and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM**, hereinafter referred to as the, "**COUNTY**".

WHEREAS, the **COUNTY** operates and conducts a program entitled "**STOP-DWI**", and

WHEREAS, **ONEIDA COUNTY PROBATION DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

1. **ONEIDA COUNTY PROBATION DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM**, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse **ONEIDA COUNTY PROBATION DEPARTMENT**, up to the sum of **\$80,000.00**, for the above. Payments shall be made upon receipt from the Vendor of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of **ONEIDA COUNTY PROBATION DEPARTMENT** activities that were undertaken on behalf of the **STOP-DWI PROGRAM** during the quarter submitted for payment. Said voucher must be approved by the **STOP-DWI PROGRAMS** Administrator prior to submission to the **COUNTY** for payment. The **STOP-DWI PROGRAM** shall evaluate the effectiveness of **ONEIDA COUNTY PROBATION DEPARTMENT** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT's** records as they relate to **STOP-DWI Program** activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the **STOP-DWI Program** Administrator or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the **STOP-DWI Program** for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM, as same may be amended."**

4. **ONEIDA COUNTY PROBATION DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule "A" does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Contractor agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

Page 2, **ONEIDA COUNTY PROBATION DEPARTMENT, AGREEMENT**

6. 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 wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before any 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.

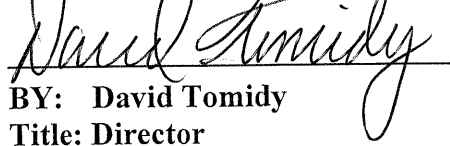
7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: **January 1, 2011 – December 31, 2011.**

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to **ONEIDA COUNTY PROBATION DEPARTMENT**. In the event of cancellation, the County will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

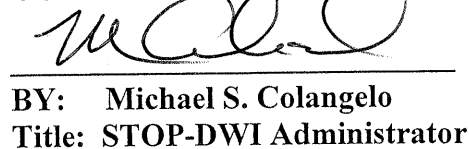
10. This **AGREEMENT** may not be assigned by **ONEIDA COUNTY PROBATION DEPARTMENT** without the prior written consent of the **COUNTY**.

ONEIDA COUNTY PROBATION DEPARTMENT


BY: David Tomidy
Title: Director


DATE

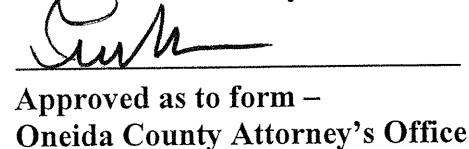
COUNTY OF ONEIDA


BY: Michael S. Colangelo
Title: STOP-DWI Administrator


DATE

BY: Hon. Anthony J. Picente, Jr.
Title: Oneida County Executive

DATE


Approved as to form –
Oneida County Attorney's Office

SCHEDULE "A"

In accordance with the **AGREEMENT** between **ONEIDA COUNTY PROBATION DEPARTMENT** and the **ONEIDA COUNTY STOP-DWI Program**, **ONEIDA COUNTY PROBATION DEPARTMENT** shall receive the following:

1. **\$70,000.00** for the partial funding of two full-time Probation Officers, as well as their training and staff development as it related to DWI and related cases. These officers will be responsible for the coordination of all DWI and related cases that are assigned to the Probation department as a result of Oneida County court case dispositions. Funding may also be utilized for mileage reimbursement for probation officers supervising DWI and related case loads; at a rate consistent with the current rate established by the Oneida County Department of Audit and Control.
2. The Probation Department shall also be responsible for providing technical assistance to the STOP-DWI Program and the District Attorney's Office with the execution of judicial orders/plea agreements requiring DWI and related defendants to attend "**Victim Impact Panels**" as a condition of their probation or as a part of their sentence/plea agreement. Funding may also be utilized for reimbursement of overtime compensation for personnel expenditures associated with assistance with DWI Victim Impact Panel Administration.
3. **\$10,000.00** for the purchase of DWI & related alcohol and other drug testing/field screening equipment, including "*secure continuous remote alcohol monitoring devices*", for use by DWI specific Probation Officers.

TOTAL COST OF THIS AGREEMENT: \$80,000.00

Oneida County Department of Traffic Safety

Division of Traffic Safety – STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive



Michael S. Colangelo
STOP-DWI Administrator

January 7, 2011

FN 20

11-055

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

PUBLIC SAFETY

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 JAN 25 PM 2:25

Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County STOP-DWI Program and the Oneida County District Attorney's Office.

This agreement provides for \$70,000.00 in funding in 2011 to continue *partial funding of one full-time assistant District Attorney position and clerical assistance of a clerk/typist. The assistant District Attorney will be responsible for spearheading the swift prosecution and coordination of all driving while intoxicated and related arrests in Oneida County. The clerical position shall also be responsible for insuring the proper data collection and system maintenance of the D.W.I. case tracking system as currently maintained by the District Attorney's Office. The District Attorney's Office shall provide technical assistance to the STOP-DWI Program towards the effective implementation and operation of a "VICTIM IMPACT PANEL", that shall be forwarded as an additional condition of sentence/plea agreement for all D.W.I. and related offenders. Assistance in the presentation of this program shall be made to all local criminal courts through the assistance of members of the District Attorney's staff. Funding may also be utilized for the purchase of computer hardware and software for the enhancement of the cooperative web site, Victim Impact Panel and DWI offender tracking databases and (related initiatives) currently maintained by the District Attorney's Office and supported by the STOP-DWI Program.*

This funding is 100% supported by DWI fines generated in Oneida County, therefore, **there are NO County Dollars in this contact.**

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

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

Anthony J. Picente Jr.
County Executive

Sincerely,

Michael S. Colangelo, Administrator

Date

1/55/11

200 Base Road • Suite 3 • P.O. Box 908 Oriskany, NY 13424
Division of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943
Fax: 315.736.8958 • E-mail stopdwi@ocgov.net • www.ocgov.net

Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: Oneida County District Attorney's Office

Title of Activity or Service: Coordination of all DWI Prosecutions in Oneida County

Proposed Dates of Operation: January 1, 2011 – December 31, 2011

Client Population/Number to be served: All persons arrested for DWI & its related offenses.

SUMMARY STATEMENTS

1.) **Narrative description of Proposed Services** – *Partial funding of one full-time assistant District Attorney position and clerical assistance of a clerk/typist. The assistant District Attorney will be responsible for spearheading the swift prosecution and coordination of all driving while intoxicated and related arrests in Oneida County. The clerical position shall also be responsible for insuring the proper data collection and system maintenance of the D.W.I. case tracking system as currently maintained by the District Attorney's Office. The District Attorney's Office shall provide technical assistance to the STOP-DWI Program towards the effective implementation and operation of a "VICTIM IMPACT PANEL", that shall be forwarded as an additional condition of sentence/plea agreement for all D.W.I. and related offenders. Assistance in the presentation of this program shall be made to all local criminal courts through the assistance of members of the District Attorney's staff. Funding may also be utilized for the purchase of computer hardware and software for the enhancement of the cooperative web site, Victim Impact Panel and DWI offender tracking databases and (related initiatives) currently maintained by the District Attorney's Office and supported by the STOP-DWI Program.*

2.) **Program/Service Objectives and Outcomes** – *To streamline and insure swift and sure prosecutions for all Oneida County DWI & related offenses.*

3.) **Program Design and Staffing Levels** – *Staff is drawn from the Oneida County District Attorney's Office*

Total Funding Requested: \$70,000.00

Oneida County Dept. Funding Recommendation: \$70,000.00 (A3313.109)

Proposed Funding Source (Federal\$/State\$/County\$): County Dollars, 100% reimbursed from DWI fine monies generated in Oneida County.

Cost per client served: N/A

Past Performance Data

Oneida County Department Staff Comments:

ONEIDA COUNTY STOP-DWI PROGRAM AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2011 by and between the ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE, and the COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the, "COUNTY".

WHEREAS, the COUNTY operates and conducts a program entitled "STOP-DWI", and

WHEREAS, the ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE, desires to participate in and promote said program for its residents along with the COUNTY.

NOW, THEREFORE, the parties agree as follows:

1. The ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE, shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the STOP-DWI PROGRAM, that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The COUNTY shall reimburse the ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE, up to the sum of \$70,000.00, for the above. Payments shall be made upon receipt from the Vendor of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE activities that were undertaken on behalf of the STOP-DWI PROGRAM during the quarter submitted for payment. Said voucher must be approved by the STOP-DWI PROGRAM'S Administrator prior to submission to the COUNTY for payment. The STOP-DWI PROGRAM shall evaluate the effectiveness of the ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE participation in the STOP-DWI PROGRAM and reserves the right to adjust the agreement at the end of the second quarter. The COUNTY reserves the right to conduct an on site program and/or fiscal audit of the DEPARTMENT's records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The DEPARTMENT shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the DEPARTMENT in claims made to the STOP-DWI Program for reimbursement.

3. ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM, as same may be amended."

4. The ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE warrants and represents that the program to be conducted by it and specified on Schedule "A" does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Contractor agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

6. 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 wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before any 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.

7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement

8. This **AGREEMENT** shall run from: **January 1, 2011 – December 31, 2011.**

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE**. In the event of cancellation, the County will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

10. This **AGREEMENT** may not be assigned by the **ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE** without the prior written consent of the **COUNTY**.

OC DISTRICT ATTORNEY'S OFFICE



BY: Hon. Scott D. McNamara
Title: District Attorney

11/18/10
DATE

COUNTY OF ONEIDA

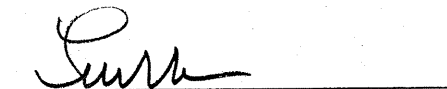


BY: Michael S. Colangelo
Title: STOP-DWI Administrator

01/10/11
DATE

BY: Hon. Anthony J. Picente, Jr.
Title: Oneida County Executive

DATE



Approved as to form –
Oneida County Attorney's Office

SCHEDULE "A"

In accordance with the **AGREEMENT** between the **ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE** and the **ONEIDA COUNTY STOP-DWI Program**, the **ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE** shall receive the following:

1. **\$70,000.00** for the partial funding of one full-time assistant district attorney position & clerical assistance of a clerk/typist. The assistant district attorney(s) will be responsible for spearheading the swift prosecution and coordination of **all** driving while intoxicated and related arrests in Oneida County. The clerical position shall be responsible for expeditiously processing the D.W.I. and related case motions and files. The clerical position shall also be responsible for insuring the proper data collection and system maintenance of the D.W.I. case tracking system as currently maintained by the District Attorney's Office.

TOTAL COST OF THIS AGREEMENT: \$70,000.00

APPENDIX "A"

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS.

Applicants should refer to the regulations cited below to determine certification included in the regulations before completing this form. Signatures of this form provides the compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying", and 34 CFR Part 85, "Government-Wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug Free Workplace (Grants). This certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1.) 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 applicant certifies that:

- A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any persons for influencing or attempting to influence an officer or employee of any agency, a Member 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.
- B) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under Grants and cooperative agreements and subcontracts) and that all sub recipients shall Certify and disclose accordingly.

2) DEPARTMENT, 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;

- A) The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.
 - b) Have not within a three-year period preceding this application 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, 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;

Oneida County Department of Traffic Safety

Division of Traffic Safety – STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive



Michael S. Colangelo
STOP-DWI Administrator

FN 20 11 - 056

January 7, 2011

PUBLIC SAFETY

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

WAYS & MEANS

Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County STOP-DWI Program and the Oneida County Sheriff's Office.

This agreement provides for \$158,167.00 in funding for the Oneida County Sheriff's Office to conduct DWI selective enforcement patrols and purchase related equipment. This funding is 100% reimbursable to Oneida County from DWI funds generated in Oneida County, therefore, there **are No County Dollars in this contract**. This funding has already been budgeted and approved by the Board of Legislators during our 2011 Budget negotiations held this year.

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

Michael S. Colangelo, Administrator
Oneida County STOP-DWI Program

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

Anthony J. Picente, Jr.
County Executive

Date

1/25/11

2011 JAN 25 AM 10:35

RECEIVED
ONEIDA COUNTY LEGISLATURE

Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: County of Oneida, through its Sheriff's Department

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

Proposed Dates of Operation: January 1, 2011 – December 31, 2011

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

SUMMARY STATEMENT

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

Total Funding Requested: \$158167

Oneida County Dept. Funding Recommendation: \$158167 (A3313.109)

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

Oneida County Department Staff Comments:

**ONEIDA COUNTY STOP-DWI PROGRAM
AGREEMENT**

THIS AGREEMENT, made this 1st day of January 2011, by and between the **County of Oneida, through its Sheriff's Department, hereinafter referred to as the "DEPARTMENT,"** and the **COUNTY OF ONEIDA, STOP-DWI PROGRAM, hereinafter referred to as the "COUNTY".**

WHEREAS, the **COUNTY** operates and conducts a program entitled "**STOP-DWI,**" and,
WHEREAS, the **DEPARTMENT** desires to participate in and promote said program for its residents along with the **COUNTY.**

NOW, THEREFORE, the parties agree as follows:

1. The **DEPARTMENT** shall provide services and activities as outlined in Schedule A attached hereto and made a part hereof, which services and activities shall be related to the mission of the **STOP-DWI PROGRAM,** that being, the County-wide reduction of alcohol related traffic injuries and fatalities.

2. The **COUNTY** shall reimburse the **DEPARTMENT** up to the sum of \$158167.00 dollars, for the above. Payments shall be made upon receipt from the Department of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a narrative and statistical report of the **DEPARTMENT's** activities that were undertaken on behalf of the **STOP-DWI PROGRAM'S** Administrator prior to submission to the **COUNTY** Comptroller for payment. The **COUNTY** shall evaluate the effectiveness of the **DEPARTMENT's** participation in the **STOP-DWI PROGRAM** and reserves the right to adjust the agreement at the end of the second quarter. The **COUNTY** reserves the right to conduct an on site program and/or fiscal audit of the **DEPARTMENT's** records as they relate to STOP-DWI Program activities; in a manner consistent with generally accepted accounting principles and program guidelines. The **DEPARTMENT** shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program Administrator or his/her designee in order to verify program activity claimed by the **DEPARTMENT** in claims made to the STOP-DWI Program for reimbursement.

3. **ALL ACTIVITIES ASSOCIATED WITH THIS AGREEMENT SHALL BE GOVERNED BY THE OFFICIAL PUBLISHED "STANDARD OPERATING PROCEDURES OF THE ONEIDA COUNTY STOP-DWI PROGRAM", as same may be amended.**

4. The **DEPARTMENT** warrants and represents that the program to be conducted by it and specified on Schedule A does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

5. The Department agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

Page 2, Oneida County Sheriff's Department, AGREEMENT

6. 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 wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before any 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.

7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: January 1, 2011 – December 31, 2011.

9. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to the **DEPARTMENT**. In the event of cancellation, the **County** will have no further obligation to the Vendor other than payment for costs or services actually incurred prior to termination. In no event will the **County** be responsible for any actual or consequential damages as a result of termination.


10. This **AGREEMENT** may not be assigned by the **DEPARTMENT** without the prior written consent of the **COUNTY**.

BY: Oneida County Sheriff's Department



DATE 11/23/10


Title: SHERIFF



DATE 01/10/11

BY: Michael S. Colangelo
Title: STOP-DWI Administrator

BY: Anthony J. Picente, Jr.
Title: Oneida County Executive



Approved as to form – Oneida County Attorney's Office

SCHEDULE "A"

In accordance with the **AGREEMENT** between the **County of Oneida, through its Sheriff's Department** and the **ONEIDA COUNTY STOP-DWI PROGRAM**, the **County of Oneida, through its Sheriff's Department** shall receive the following:

1. \$158167.00 for conducting DWI Selective Enforcement Patrols, training and related functions which enhance the mission of the **STOP-DWI Program**. Salary, Fringe Benefits, related travel and subsistence and breath testing equipment calibrations included. *Expenses other than DWI Selective Enforcement patrols shall be pre-approved by the STOP-DWI Administrator.*
2. The Oneida County Sheriff's Office shall notify the STOP-DWI Administrator of any traffic fatalities occurring within its jurisdiction, upon completion of the crash investigation. Such notification shall be a photocopy of the final MV-104A and MV-104D Police Reports.
3. Pre-Approval from the **STOP-DWI Administrator** of all expenditures is required.

TOTAL COST OF THIS AGREEMENT: \$158167.00

Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: **County of Oneida, through its Sheriff's Department**

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities

Proposed Dates of Operation: January 1, 2011 – December 31, 2011

Client Population/Number to be served: Persons residing in, or traveling through the geographical jurisdiction of the Agency.

SUMMARY STATEMENT

1.) Narrative description of Proposed Services – *Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement and community awareness and education and training activities. Funding may also be utilized to calibrate and repair DWI and related equipment.*

2.) Program/Service Objectives and Outcomes – *To increase annually the number of selective enforcement patrols and corresponding arrests for DWI and its related offenses.*

3.) Program Design and Staffing Levels – *Staff is drawn from the agency's sworn police officers.*

Total Funding Requested: \$158167

Oneida County Dept. Funding Recommendation: \$158167 (A3313.109)

Proposed Funding Source (Federal\$/State\$/County\$): *County dollars, 100% reimbursed from DWI fine monies generated in Oneida County.*

Cost Per Client Served: N/A

Past Performance Data: *Agency currently participates in selective enforcement activities and other STOP-DWI Program initiative and special operations.*

Oneida County Department Staff Comments:

APPENDIX "A"

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS.

Applicants should refer to the regulations cited below to determine certification included in the regulations before completing this form. Signatures of this form provides the compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying", and 34 CFR Part 85, "Government-Wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug Free Workplace (Grants). This certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1.) 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 applicant certifies that:

- A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any persons for influencing or attempting to influence an officer or employee of any agency, a Member 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 a agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- B) 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with it's instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under Grants and cooperative agreements and subcontracts) and that all sub recipients shall Certify and disclose accordingly.

2) DEPARMENT, 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;

- A) The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.
 - b) Have not with in a three-year period preceding this application 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, 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 A (b) of this certification, and
- d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B) Where the applicant is unable to certify to any of the statements in this certification, he or She shall attach an explanation to this application.

2.) DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

A) The applicant that it will or will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an on-going drug-free awareness program to inform employees about;
 - 1.) The dangers of drug abuse in the workplace;
 - 2.) The grantee's policy of maintaining a drug-free workplace;
 - 3.) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4.) The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
 - a.) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

b.) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will –

- 1.) Abide by the terms of the statement and;
- 2.) Notify the employer in writing of his or her conviction for a violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction;

e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (dx2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification numbers of each affected grant.

f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (dx2) with respect to any employee who is so convicted –

1. Taking appropriate personnel action
Against such an employee, up to
And including termination,
Consistent with the Requirements
Of the Rehabilitation Act of 1973,
As amended; or requiring each
Employee to participate
Satisfactorily in a drug abuse
Assistance or rehabilitation program
Approved for such purposes by a
Federal, State or local health, law
Enforcement or other appropriate
Agency;

g) Making a good faith effort to continue
to maintain a drug-free workplace
through implementation of paragraphs
a,b,c,d,e,f.

B) The grantee may insert in the space provided below the site(s) for the performances of
Work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code)

3.) DRUG FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34CPR Part 85,
Subpart F, for grantees, as defined at 34 VFR Part 85, Sections 85.605 and 85.610 –

A.) As a condition of the grant, I certify that I will not engage in the unlawful
Manufacture, distribution, dispensing, possession, or use of a controlled
substance in conducting any activity with the grant; and

B.) If convicted of a criminal drug offense resulting from a violation occurring
During the conduct of any grant activity, I will report the conviction, in
Writing, within 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 grant.

.....

_____ Check if there are workplaces on file that are not identified here.

.....


As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with
the above certifications.

Oneida County Sheriff's Office

NAME OF APPLICANT (GRANTEE / SUBGRANTEE)

Michael S. Colangelo, Administrator, Stop-DWI Program

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 SHERIFF 1/23/10

SIGNATURE

DATE



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2012 JAN 26 PM 11:25

FN 20 11 - 057

January 26, 2011

EDUCATION, YOUTH

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

WAYS & MEANS

Honorable Members:

I am in receipt of a letter from the President of MVCC, Randall J. VanWagoner, requesting to amend the funding of Capital Project H-336 MVCC New Field House Complex / Master Plan. Originally the funding for this capital project called for funding of \$1,000,000 from a contribution from the MVCC foundation. President VanWagoner is requesting to reduce the MVCC Foundation contribution to \$500,000 and increase the state aid for the project by \$500,000. This will not have any additional cost to Oneida County.

I therefore request your Board approval for an amendment to **Capital Project H-336 – MVCC Athletic & Physical Education Facilities / Master Plan**, as follows:

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Bonds	\$ 7,725,688	0	\$ 7,725,688.
State Aid	7,725,688.	+ 500,000.	8,225,688.
Other	<u>1,000,000.</u>	- 500,000.	<u>500,000.</u>
TOTAL:	\$ 16,451,376.	\$ 0.	\$16,451,376.

Respectfully submitted,

Anthony J. Picente Jr.
 Oneida County Executive

AJP:tbk
 Attach.
 CC: County Attorney
 Comptroller
 Budget Director



Mohawk Valley Community College

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

Office of the President
315-792-5333
fax 315-792-5678

January 25, 2011

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

RE: H336 MVCC – Athletic & Phs. Ed. Facilities Master Plan

Dear Mr. Picente:

The College respectfully requests the County to recognize the donations of \$500,000 in funding from the MVCC Foundation and \$500,000 in additional state matching funds towards construction and purchase of equipment necessary to complete the Athletic and Physical Education Facilities Master Plan.

The Foundation's contribution and state matching funds will increase the overall project by a million dollars and not require the County to issue additional bonds.

Sincerely,

Randall J. VanWagoner, Ph.D.
President

cc Tom Keeler, Budget Director
Oneida County



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Patricia A. Hudak
Minority Leader
(315) 798-5049
(315) 339-9960

William Goodman
Co-Minority Leader
(315) 736-1591

Rose Ann Convertino
Co-Minority Leader
(315) 732-2403

Michael J. Clancy
Co-Minority Leader
(315) 363-2570

January 26, 2011

FN 20 11 - 058

Hon. Gerald J. Fiorini
Chairman of the Board
800 Park Avenue
Utica, New York 13051

AIRPORT

WAYS & MEANS

Re: Tower operation agreement

Dear Chairman:

As you are aware on November 24, 2010, our caucus requested information pertaining to the military fuel sales at Griffiss. We received a final reply at the end of December for both November and December of 2010. The information obtained from the Airport Commissioner Vernon Gray and confirmed by Chief of Staff, Al Candido, does not reflect or substantiate the need for the extended hours. It is further our understanding even though Mr. Stockstill with Million Air has been in continual contact with personnel at McGuire AFB for the return of the United States Air Force KC-10s, it is apparent that he has not been able to secure the return of military flights to the level that we had prior to the closure of the Griffiss runway. During an Airport Committee meeting this past fall, Mr. Freeman and Mr. Stockstill felt that they could, with the extended hours, return the flights and ultimately increase fuel sales which would pay for the contract with Midwest ATC Service, Inc.

It is our understanding there is a 90 day written notice requirement contained in the contract. Our concern with the notice requirement is there will also be a transition that could take up to 90 days from the date we decide to opt out, which would currently take us into the month of April. This time period could cost the taxpayers approximately \$28,200.00.

As you will recall, at the time of consideration of this contract there was much discussion and hesitation by legislators from both sides. This effort has not proven to be financially beneficial to Oneida County and therefore we feel there should be immediate written notice given to Midwest ATC Service, Inc. to terminate this contract.

Please forward our request to the Chair of the Airport Committee for review and discussion for possible termination of above mentioned agreement with Midwest ATC Service, Inc. as soon as possible so as we do not expend further dollars which this County cannot afford at this present time. We also feel that the County Attorney should be present for explanation of the procedural termination of this contract.

RECEIVED
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2011 JAN 26 PM 11:35

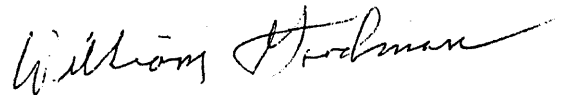
Hon. Gerald J. Fiorini
Chairman of the Board
January 26, 2011
Page 2

We thank you in advance for responding to the Democratic Caucus' concerns.

Respectfully,



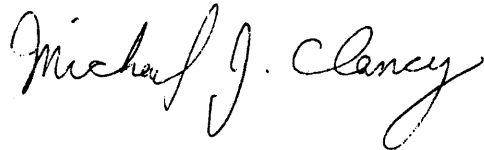
PATRICIA A. HUDAK (D-29)
MINORITY LEADER



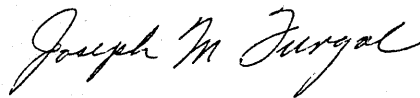
WILLIAM GOODMAN (D-13)
CO-MINORITY LEADER



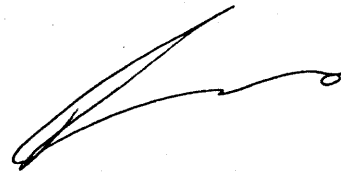
FRANK TALLARINO (D-7)
ONEIDA COUNTY LEGISLATOR



MICHAEL J. CLANCY (D-12)
CO-MINORITY LEADER




JOSEPH FURGOL (D-27)
ONEIDA COUNTY LEGISLATOR



PETER CARUSO (D-26)
ONEIDA COUNTY LEGISLATOR

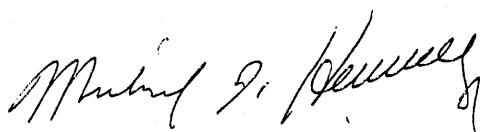
Hon. Gerald J. Fiorini
Chairman of the Board
January 26, 2011
Page 3



SHARON RAPP PUMA (D-1)
ONEIDA COUNTY LEGISLATOR



MARTIN KERNAN (D-11)
ONEIDA COUNTY LEGISLATOR



MICHAEL J. HENNESSY (D-2)
ONEIDA COUNTY LEGISLATOR

CC: Hon. David Wood, Majority Leader
Hon. George Joseph, Chairman of Airport Committee
All Honorable Members of The Board of Legislators
Vernon Gray, Commissioner of Aviation Department