



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION FEBRUARY 8, 2012

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

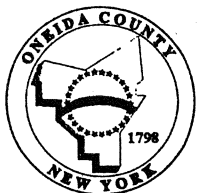
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COUNTY OF ONEIDA  
OFFICE OF THE COUNTY EXECUTIVE

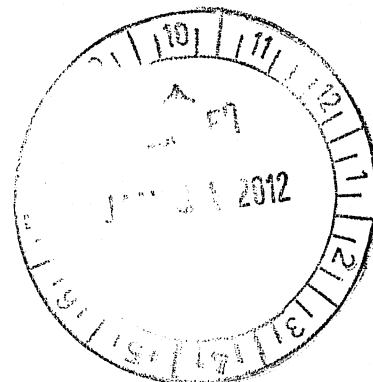
ANTHONY J. PICENTE JR.  
County Executive  
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

January 25, 2012

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

FN 20 12 - 055



**WAYS & MEANS**

Honorable Members:

In the last Department of Public Works Committee meeting, the Committee reviewed the anticipated bonding requirements for the upcoming spring. At the meeting it was suggested to use the balance of the Pay As You Go Reserve Fund Balance to purchase the three pick up trucks instead of using bonded money. As a result of this discussion it has been decided to follow this course of action.

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

TO:  
AA# A9950.9 --- Transfer to Capital Fund..... \$ 76,500.

FROM:  
AA# A889-889/17 Pay As You Go Reserve ..... \$ 76,500.

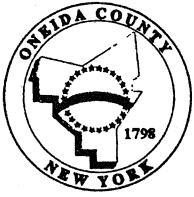
I also request your Board approval for an amendment to **Capital Project H-377 -Light Duty Equipment Phase 3.**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Bonding .....	\$ 531,500.	\$ -76,500.	\$455,000.
Direct Appropriation .....	<u>\$ 00.</u>	<u>\$ +76,500.</u>	<u>\$ 76,500.</u>
TOTAL:.....	\$ 531,500.	\$ + 00.	\$ 531,500.

Respectfully submitted,

Anthony J. Picente, Jr.  
County Executive

Attach.  
CC: County Attorney  
Comptroller  
Budget Director  
Comm. of DPW



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**

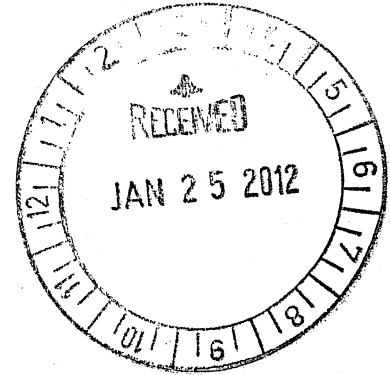
County Executive  
ce@ocgov.net

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UTICA, NEW YORK 13501  
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January 25, 2012

Hon. Gerald Forini, Chairman  
Board of Legislators  
Oneida County  
800 Park Ave  
Utica, NY 13501

FN 20 12065



Dear Chairman Fiorini:

I am in receipt of correspondence from the Oneida County Democratic Chair, Mitchell Ford informing me that it is the recommendation of the County committee that James R. Murphy be appointed to replace the late Patricia Hudak as the Oneida County Legislator representing the 29<sup>th</sup> Legislative District.

Therefore, in accordance with article XXII, Section 2206 of the Oneida County Charter and the custom and past practice for filling vacancies on the Board of Legislators, I submit the name of James R. Murphy for appointment to take effect upon the day of the confirming resolution of the Board of Legislators.

I respectfully request the Board's confirmation of this appointment at its February 8, 2012 regular session

I thank you for the Boards kind attention to this request.

Sincerely,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Mitchell G.Ford



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE, JR.**  
 County Executive  
 ce@ocgov.net

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January 26, 2012

FN 20 12-186

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

**WAYS & MEANS**

Honorable Members:

There is a need for additional funds in various salary and related personal services' accounts throughout the County for 2011. These transfer requirements have resulted from a variety of factors such as the payment of accrued vacation time to long term employees in their final paychecks. The resulting payroll adjustments, as expected, caused budgetary shortages in many salary accounts, all of which are adequately covered by surpluses in other personal services' accounts.

Due to the need to close the 2011 accounting records, I ask that these transfers be acted upon at the **February 8<sup>th</sup> meeting**. I therefore request your Board approval for the following 2011 fund transfers:

**TO:**

AA# A1110.102 - County Court, Temporary Help.....	\$ 141.
AA# A1185.1952 Coroners, Transportation/Lab Fees.....	5,200.
AA# A1310.101 - Finance - Commissioner, Salaries .....	40.
AA# A1313.101 - Finance - Real Estate, Salaries.....	100.
AA# A1340.101 - Budget, Salaries.....	1.
AA# A1345.101 - Purchasing, Salaries.....	3.
AA# A1410.101 - County Clerk-Registrar, Salaries .....	33,582.
AA# A1411.101 - Motor Vehicle Bureau, Salaries.....	8,832.
AA# A1411.103 - Motor Vehicle Bureau, Overtime .....	3,804.
AA# A1420.101 - Law Department, Salaries.....	7,397.
AA# A1430.101 - Personnel, Salaries.....	2,705.
AA# A1450.102 - Board of Elections, Temporary Help.....	9,843.
AA# A3020.101 - Emergency Communications, Salaries .....	29,296.

**TO, continued:**

AA# A3112.101 - Sheriff - Security, Salaries.....	21,040.
AA# A3112.107 - Sheriff - Security, Salaries 207-C Injury .....	14,676.
AA# A3120.107 - Sheriff - Law Enforcement, Salaries 207-C Injury.....	52,233.
AA# A3140.101 - Probation Office, Salaries.....	57,832.
AA# A3140.102 - Probation Office, Temporary Help.....	2,119.
AA# A3141.101 - Domicile Restriction Program, Salaries.....	4,841.
AA# A3141.103 - Domicile Restriction Program, Overtime .....	8,178.
AA# A3142.103 - PINS Diversion Program, Overtime .....	3,084.
AA# A3145.101 - Rome Safe School Program, Salaries .....	378.
AA# A3145.103 - Rome Safe School Program, Overtime.....	484.

AA# A3146.101 - Intensive Supervision Program, Salaries .....	2,219.
AA# A3146.103 - Intensive Supervision Program, Overtime.....	4,112.
AA# A3150.107 - Sheriff - Jail Inmates, Salaries 207-C Injury .....	97,575.
AA# A3313.101 - Stop DWI Program, Salaries.....	260.
AA# A3313.103 - Stop DWI Program, Overtime .....	443.
AA# A3430.101 - Drug Enforcement Task Force, Salaries .....	6,880.
AA# A3640.101 - Emergency Services, Salaries .....	28,740.
AA# A4010.102 - Public Health Administration, Temporary Help .....	27,917.
AA# A4012.101 - Public Health Clinic, Salaries .....	29,659.
AA# A4015.101 - Lead Screening Program, Salaries .....	4,135.
AA# A4015.103 - Lead Screening Program, Overtime.....	2,876.
AA# A4021.103 - Community Wellness, Overtime .....	419.
AA# A4059.101 - Early Intervention Administration, Salaries .....	62.
AA# A4082.103 - WIC Program, Overtime .....	248.
AA# A4089.101 - Immunization Consortium Program, Salaries.....	2,040.
AA# A4089.103 - Immunization Consortium Program, Overtime .....	636.
AA# A4091.101 - Cancer Services Program, Salaries .....	2.
AA# A5620.103 - Department of Aviation, Overtime .....	22,360.
AA# A6012.103 - Temporary Assistance, Overtime .....	3,156.
AA# A6013.103 - Medicaid Administration, Overtime .....	1,841.
AA# A6014.101 - Welfare Employment Reform Program, Salaries .....	24,156.
AA# A6014.103 - Welfare Employment Reform Program, Overtime.....	72.
AA# A6015.101 - Home Energy Assistance Program, Salaries.....	1,957.
AA# A6510.101 - Veterans Service Agency, Salaries .....	173.
AA# A6772.103 - Office for the Aging, Overtime .....	3,333.
AA# A6774.101 - Office for Continuing Care, Salaries .....	4,753.
AA# A6774.103 - Office for Continuing Care, Overtime.....	4,333.
AA# A8020.101 - Planning Department, Salaries.....	2.
"A" Fund Total:	\$ 540,168.

AA# D5010.101 - Highways & Bridges Administration, Salaries.....	\$ 2,384.
AA# D5010.103 - Highways & Bridges Administration, Overtime .....	123.
AA# D5020.101 - Engineering, Salaries .....	4,700.
"D" Fund Total: \$	7,207.

**TO, continued:**

AA# G8110.101 - W.P.C. - Administration, Salaries.....	\$ 115.
AA# G8120.101 - W.P.C. - Sanitary Sewers, Salaries.....	708.
AA# G8120.103 - W.P.C. - Sanitary Sewers, Overtime.....	749.
"G" Fund Total: \$	1,572.

AA# J6296.102 - Workforce Investment Act-Utica, Temporary Help .....	\$ 18,111.
AA# J6300.101 - Workforce Development Administration, Salaries .....	33,705.
AA# J6303.102 - Oneida County College Student Corps, Temporary Help.....	56,891.
"J" Fund Total: \$	108,707.

**FROM:**

AA# A1185.101 - Coroners, Salaries.....	\$ 4,500.
AA# A1412.101 - Naturalization, Salaries.....	20,397.
AA# A1450.101 - Board of Elections, Salaries.....	26,436.
AA# A1610.101 - Central Services, Salaries .....	19,615.
AA# A3020.103 - Emergency Communications. Overtime.....	9,665.
AA# A3112.103 - Sheriff - Security, Overtime .....	10,475.
AA# A3120.101 - Sheriff - Law Enforcement, Salaries.....	134,128.

AA# A3140.103 - Probation Office, Overtime .....	18,058.
AA# A3150.101 - Sheriff - Jail Inmates, Salaries .....	162,764.
AA# A4010.101 - Public Health Administration, Salaries .....	67,994.
AA# A5620.101 - Department of Aviation, Salaries .....	22,360.
AA# A6011.101 - Children & Adult Services, Salaries .....	31,182.
AA# A6510.102 - Veterans Service Agency, Temporary Help .....	173.
AA# A6772.101 - Office for the Aging, Salaries .....	<u>12,421.</u>
	"A" Fund Total: \$ 540,168.

AA# D5110.101 - Maintenance of Highways & Bridges, Salaries .....	\$ <u>7,207.</u>
	"D" Fund Total: \$ 7,207.

AA# G8130.101 - W.P.C. - Sewage Treatment, Salaries .....	\$ <u>1,572.</u>
	"G" Fund Total: \$ 1,572.

AA# J6293.102 - Summer Youth Employment Program, Temporary Help .....	\$ 15,000.
AA# J6298.102 - TANF-Summer Youth Program, Temporary Help .....	73,707.
AA# J6300.102 - Workforce Development Administration, Temporary Help .....	<u>20,000.</u>
	"J" Fund Total: \$ 108,707.

Respectfully submitted,



Anthony J. Picente Jr.  
Oneida County Executive

AJP:gpb  
CC:County Attorney  
Comptroller  
Budget Director  
Affected Department Heads



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Chairman  
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Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 23, 2012

FN 20 12 068

Gerald J. Fiorini, Chairman  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

## PUBLIC WORKS

Dear Chairman Fiorini:

## WAYS & MEANS

As you are well aware, many Counties in the State of New York along with Towns and/or Villages have already instituted limited Moratoriums on Hydrofracking. With that in mind, we are requesting that the Oneida County Board of Legislators do the same.

We are attaching a proposed Resolution Declaring It a Policy of Oneida County Not to Allow Hydrofracking on County Owned Property. Also, we are requesting that this Resolution be forwarded to the Ways & Means Committee on February 8, 2012.

We as Legislators have a responsibility to the residents of Oneida County to ensure the health and safety of our residents.

Thank you.

Sincerely,

Emil R. Paparella, R-24<sup>th</sup>  
Co-Sponsor

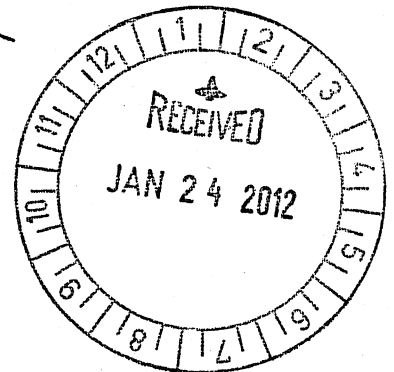
Norm Leach, R-4<sup>th</sup>

Chad Davis, D-18<sup>th</sup>  
Co-Sponsor

Robert Koenig, R-11<sup>th</sup>

William B. Goodman, D-13<sup>th</sup>

David J. Gordon, D-14<sup>th</sup>



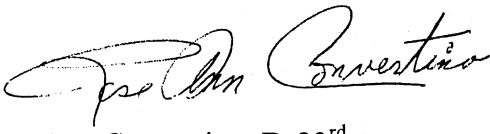
Page 2



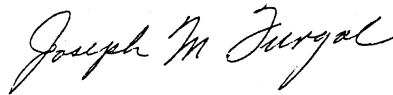
Brian D. Miller, R-16<sup>th</sup>



Edward P. Welsh, R-21<sup>st</sup>



RoseAnn Convertino, D-23<sup>rd</sup>



Joseph Furgol, D-28<sup>th</sup>

**INTRODUCTORY**

No.

F.N. 2011-

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:**

**2ND BY:**

**RE: RESOLUTION DECLARING IT A POLICY OF ONEIDA COUNTY NOT TO ALLOW HYDROFRACKING ON COUNTY OWNED PROPERTY UNTIL SUCH TIME AS ANY POTENTIAL LONG TERM IMPACTS OF HYDROFRACKING ARE IDENTIFIED AND ADDRESSED**

**WHEREAS, horizontal drilling and high volume hydraulic fracturing (“hydrofracking”) are technologies that allow for the extraction of natural gas from areas of shale formation, including areas in the Central New York region, and**

**WHEREAS, hydrofracking involves drilling deep wells and pumping large quantities of fluid mixed with sand and chemicals into underground shale to release the natural gas, and**

**WHEREAS, while there exists the potential for these technologies to have positive impacts, questions have been raised regarding the need for further study to evaluate any potential long term environmental and community impacts of hydrofracking, particularly with respect to water and land use and management and the composition of the fluids used to fracture the shale, and**

**WHEREAS, the New York State Department of Environmental Conservation has released an environmental study (Draft Generic Environmental Impact Statement) on hydrofracking and various interested parties have responded with comments and concerns, and further public comment is expected and the Board shall await the receipt of such further public comment, and**

**WHEREAS, the New York State Water Utility Council, while supporting the development of natural gas resources, has raised concerns about potential water quality impacts, including possible contamination of ground water and surface water during the hydraulic fracturing process, and has urged New York State to impose environmentally responsible safeguards to protect our water resources, the environment and public health, and**

**WHEREAS, the Environmental Protection Agency (“EPA”) has stated that the State needs to further address the cumulative and indirect impacts of**



hydrofracking, needs to place greater emphasis on the potential health impacts that may be associated with hydrofracking, and needs to provide further mitigation from potential adverse environmental impacts associated with the withdrawal of surface or ground water, and

WHEREAS, additional issues raised with respect to hydrofracking include the potential financial burden on local taxpayers for monitoring and tracking water quality and flowback water, the cumulative impacts on greenhouse gas emissions, the impacts on local roads from increased traffic and hauling of heavy machinery, the potential impact on the local landscape and the possible adverse impact on personal property rights, and

WHEREAS, it is necessary to balance environmental and public health concerns with the desire for adequate energy resources and economic development, and to take appropriate measures to protect the long term viability of our natural resources, and

WHEREAS, until such time as any potential long term, cumulative and indirect environmental and public health impacts are adequately identified and addressed and appropriate mitigation measures are identified and put into place, it shall be the policy of Oneida County that no hydrofracking will be permitted on property owned by the County of Oneida, now, therefore, be it hereby

RESOLVED, that the Oneida County Board of Legislators declares it a policy of Oneida County that the processes known and identified as hydrofracking shall not be allowed on property owned by Oneida County until any and all potential environmental and public health impacts have been identified and addressed, and, be it further

RESOLVED, that the Clerk of the Oneida County Board of Legislators is hereby directed to transmit a certified copy of this resolve to the New York State Commissioner of the Department of Environmental Conservation.

APPROVED: Ways & Means Committee ( )

DATED:

Adopted by the following v.v. vote:

AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_



# ONEIDA COUNTY BOARD OF LEGISLATORS

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(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

FN 20 12-069

January 19, 2012

**READ & FILED**

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

Honorable Members:

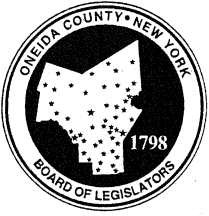
Pursuant to Article 25AA, Section 302 of the Agriculture & Markets Law, I hereby appoint **Mr. Howard J. Regner**, of 4430 Stoney Brook Road, Oneida, NY 13421 as the Legislative Representative to serve on the Farmland Protection Board.

The appointment is effective immediately and will run co-terminus with his appointment to the Board of Legislators, expiring December 31, 2012.

This appointment does not require Board approval.

Respectfully submitted,

GJF:pp  
cc: Farmland Protection Board members  
County Clerk  
Mr. Regner



# ONEIDA COUNTY BOARD OF LEGISLATORS

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Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 19, 2012

FN 20 12 - 070

**READ & FILED**

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

Honorable Members:

Pursuant to the recommendation of the Oneida County Agricultural & Farmland Protection Board and to Article 25AA, Section 302 of the Agriculture & Markets Law, I hereby reappoint **Mr. Michael Cosgrove**, 3423 Fountain Street, Clinton, NY 13323 to serve on that Board.

The appointment is effective immediately for a term of four (4) years and will expire on December 31, 2015.

This appointment does not require Board approval.

Respectfully submitted,

Gerald J. Fiorini, Chairman  
Board of Legislators

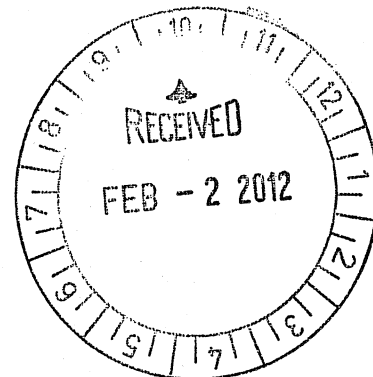
GJF:pp

cc: Farmland Protection Board members  
County Clerk



## ONEIDA COUNTY BOARD OF LEGISLATORS

George Joseph, Majority Leader  
7315 Merriman Road ♦ Clinton, New York 13323  
Phone: (315) 853-3006 ♦ Email: nrthstr40@aol.com



February 1, 2012

FN 20 12-021

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

**READ & FILED**

Ladies and Gentlemen:

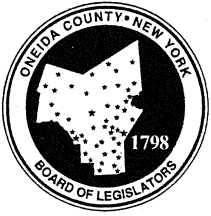
Pursuant to the Rules of the Board of Legislators, I am writing to advise that I hereby appoint Brian D. Miller as Assistant Majority Leader for the 2012-2013 term of this Board.

Said appointment is effective immediately.

Very truly yours,

GEORGE JOSEPH  
MAJORITY LEADER

GJ:pp



# ONEIDA COUNTY BOARD OF LEGISLATORS

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Clerk  
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George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

February 6, 2012

FN 20 12-072

READ & FILED

Brymer Humphreys, Chair  
Agricultural and Farmland Protection Board  
8861 Tibbits Road  
New Hartford, NY 13413

**RE: Eight Year Review – Agricultural District No. 4, Augusta, Vernon and Verona**

Dear Mr. Humphreys,

This office is in receipt of a request for an eight-year County evaluation of the above referenced Agricultural District No. 4, which includes the Towns of Augusta, Vernon and Verona. This district is a result of the consolidation of parts of the former districts 6, 9, 27 and 32.

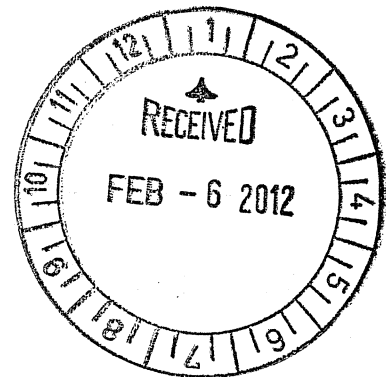
A docket sheet has been prepared with correspondence attached for review by hour committee. Maps and other necessary documentation will be provided by the County Planning Department.

Upon completion of review by your committee, please return the docket to this office together with the committee's report and recommendations.

Sincerely,

Phyllis M. Parry  
Deputy Clerk of the Board

Cc: FPB Members





STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive  
Albany, New York 12235

Division of Land & Water Resources  
518-457-2713  
Fax. 518-457-3412

February 2, 2012

Mike Billard, Clerk  
Oneida County Legislature  
County Office Bldg., 800 Park Ave.  
Utica, NY 13501

Dear Mr. Billard:

December 10, 2012 will mark the anniversary of Oneida County Agricultural District No. 4 first formed on December 10, 1980.

Consistent with the requirements of the Agriculture and Markets Law, your legislative body must cause a review of the District to be conducted. This letter serves as a notice to initiate the review and generally defines the review process and time frame.

The review is designed to gauge the District's effect on local government policies concerning community development, environmental protection and preservation of the agricultural economy. The review must also consider how District farms and farm acres have furthered the purposes for which it was originally established, the extent to which it has achieved its original objectives and its degree of consistency with community economic and land use conditions.

The Agricultural District 8-year review procedures and forms are detailed on the Departments website at: <http://www.agmkt.state.ny.us/programs.html> and <http://www.agmkt.state.ny.us/APagservices/agdistricts.thtml>

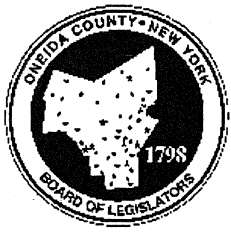
If I can be of any assistance during the district review or if you have any questions regarding the Agricultural Districts Program, please call me at 518-457-5606 or e-mail me at [john.brennan@agriculture.ny.us](mailto:john.brennan@agriculture.ny.us)

Sincerely,

A handwritten signature in black ink, appearing to read "John Brennan", written over a horizontal line.

John F. Brennan  
Agricultural Districts Program Manager

cc: Brymer Humphreys, Chair, AFPB  
Guy Sussaman, County Planning Department  
Marty Broccoli, County Cooperative Extension



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Harmony Speciale, 728 Noyes St, Utica, New York 13502*

*Phone: (315) 679-1808*

*Email: harmonyspeciale@gmail.com*

Tuesday, February 7, 2011

FN 20 12 - 073

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

**READ & FILED**

Dear Mr. Billard:

Please be advised that I am the founding director for a community organization named "Arts West Alliance" and am in the process of organizing it as a 501c3.

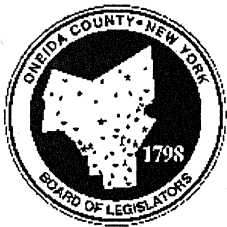
I am making this disclosure of my interest in the aforementioned firm in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official records of this board.

Respectfully submitted,

*Harmony Speciale* (KLB)

Harmony Speciale  
Oneida County Board of Legislators – 22<sup>nd</sup> District



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Chad Davis, 3438 Martin Road, Clinton, New York 13323*  
*Home Phone: (315) 853-4037 Business Phone: (315) 732-0324*

Wednesday, January 11, 2011

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

FN 20 12 - 073

**READ & FILED**

Dear Mr. Billard:

Please be advised that I am an owner/managing partner with Advantage Abstract Company Inc. with an office at 253 Genesee Street in Utica, New York.

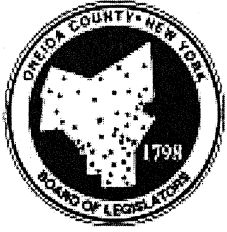
I am making this disclosure of my interest in the aforementioned firm in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official records of this board.

Respectfully submitted,

D. Chad Davis  
Oneida County Board of Legislators – 18<sup>th</sup> District





# ONEIDA COUNTY BOARD OF LEGISLATORS

*Frank D. Tallarino, Minority Leader*

7883 West Thomas Street, Rome, New York 13440 Phone: 798-5049

Wednesday, January 11, 2011

FN 20 12-073

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

READ & FILED

Dear Mr. Billard:

Please be advised that I am owner of F.D. Tallarino & Co., 7883 W. Thomas Street, Rome, New York.

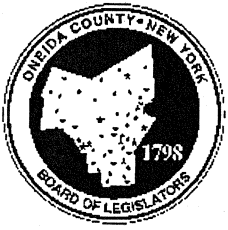
I am making this disclosure of my interest in the aforementioned firm in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official records of this board.

Respectfully submitted,

*Frank D. Tallarino*

FRANK D. TALLARINO (D-7)  
ONEIDA COUNTY LEGISLATOR, MINORITY LEADER



# ONEIDA COUNTY BOARD OF LEGISLATORS

*Peter A. Caruso, 2 Parkway Circle, Utica, New York, 13501 Phone: (315) 797-5712*

Wednesday, January 11, 2011

FN 20 12 - 073

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

READ & FILED

Dear Mr. Billard:

Please be advised that I am currently employed by the City of Utica, Bureau of Fire as Deputy Fire Chief.

I am making this disclosure of my interest in the aforementioned firm in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official records of this board.

Respectfully submitted,

Peter A. Caruso, Deputy Fire Chief, City of Utica  
Oneida County Legislator  
26<sup>th</sup> Legislative District



## ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 10, 2012

FN 20 12-073

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

READ & FILED

Dear Mr. Billard:

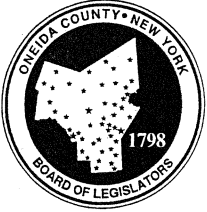
Please be advised that I am associated with Brennan Group Consulting LLC, 7705 Sally Road, Waterville, NY 13480. I also serve on the Board of Directors for Upstate Cerebral Palsy.

I am making this disclosure of interest of the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

PATRICK H. BRENNAN  
Oneida County Legislator  
3<sup>RD</sup> District



## ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 10, 2012

FN 20 12 - 073

Michael Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

**READ & FILED**

Dear Mr. Billard:

Please be advised that I am associated with the North Utica Senior Citizens Recreation Center, Inc. located at 121 Herkimer Road, Utica, NY 13502 as a member of the Board of Directors and as Treasurer.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

EMIL R. PAPARELLA  
Oneida County Legislator  
24<sup>th</sup> District



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 10, 2012

FN 20 12-073

Michael Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

**READ & FILED**

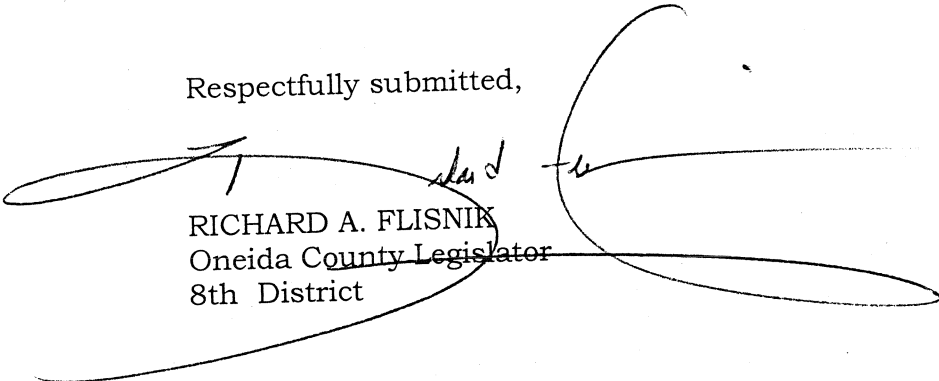
Dear Mr. Billard:

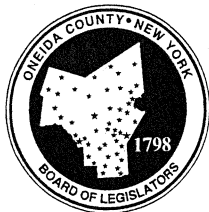
Please be advised that I own a rental property at 14-16 Hoffman Place, Whitesboro, NY 13492. Presently the tenant receives a rent subsidy from the Oneida County Department of Social Services.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

  
RICHARD A. FLISNIK  
Oneida County Legislator  
8th District



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 10, 2012

FN 20 12 - 073

Michael Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

READ & FILED


Dear Mr. Billard:

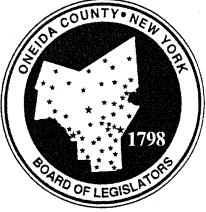
Please be advised that I am President and a majority stockholder of Arlott's Office Products, Inc., 820 Charlotte Street, Utica, NY; I am a member of the Board of Directors for Insight House and a member of the Board of the Oneida-Herkimer Solid Waste Authority.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

  
JAMES M. D'ONOFRIO  
Oneida County Legislator  
15th District



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 10, 2012

FN 20 12 - 073

Michael Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

**READ & FILED**

Dear Mr. Billard:

Please be advised that I am currently a member of the Board of Directors for the Rome Baseball Association.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

GERALD J. FIORINI  
Oneida County Legislator  
20th District



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 10, 2012

FN 20 12 - 073

READ & FILED

Michael Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

Please be advised that I am currently employed by Lochner Engineers, PC, 181 Genesee Street, Utica as a Senior Associate, am Chairman of the Town of Lee Fire District, Board of Fire Commissioners at PO Box 156, Lee Center, NY 13363 and my wife, Pamela Mandryck is the Oneida County Republican Election Commissioner.

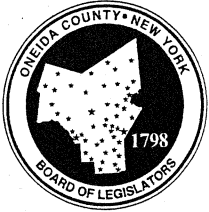
I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

BRIAN P. MANDRYCK  
Oneida County Legislator  
17th District





# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 10, 2012

FN 20 12-073

**READ & FILED**

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

Dear Mr. Billard:

Please be advised that I am a self-employed auctioneer with Auctions by Les Porter, Main Street, Remsen, N.Y. In addition, I volunteer my services as an auctioneer at Oneida County land auctions.

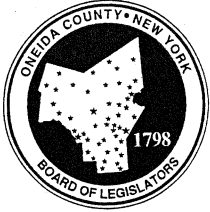
I am making this disclosure of interest of the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

LES PORTER  
Oneida County Legislator  
6<sup>th</sup> District

LP:pp



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

FN 20 12-073

January 10, 2012

**READ & FILED**

Michael Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

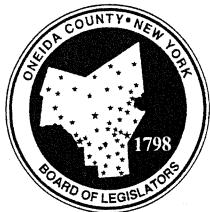
Please be advised that I am employed at the Harden Furniture Company in McConnellsville, NY.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

NORMAN LEACH  
Oneida County Legislator  
4<sup>TH</sup> District



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 10, 2012

FN 20 12-073

READ & FILED

Michael Billard, Clerk  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

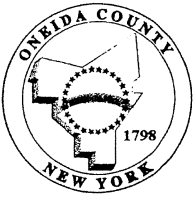
Please be advised that I am employed at RTD Manufacturing Company in Rome, NY.

I am making this disclosure of interest in the aforementioned in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official record of this board.

Respectfully submitted,

MICHAEL B. WATERMAN  
Oneida County Legislator  
5<sup>TH</sup> District



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

January 24, 2012

FN 20 12 - 074

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

**WAYS & MEANS**

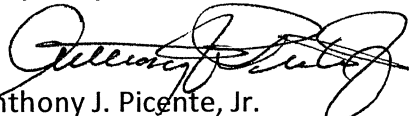
Honorable Members:

Pursuant to Article XX, Section 2004 of the Oneida County Charter and Section 7 of the New York State Soil and Water Conservation District Law, I submit to you the Board of Legislators for their approval the appointment of Legislator Patrick H. Brennan and Legislator Michael J. Clancy to serve on the governing board of the Oneida County Soil and Water Conservation District beginning immediately and to run for a period of 2 years, expiring on December 31, 2013.

I respectfully request that you approve of this appointment at your earliest convenience.

Thank you.

Very Truly Yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Chairman Fiorini  
Legislator Brennan  
Legislator Clancy



## ONEIDA COUNTY BOARD OF LEGISLATORS

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

January 24, 2012

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

Dear Anthony,

Pursuant to Section 2004 of the Oneida County Charter, it is necessary for you to make two legislative appointments to the Soil & Water Conservation District. Legislators Patrick Brennan and Michael Clancy held that office till their terms expired on December 31, 2011. Appointments are traditionally made with the term of office on the District Board running co-terminous with the legislative term of office. I recommend to you that **Patrick H. Brennan, 7705 Sally Rd., Waterville, NY 13480** and **Michael J. Clancy, 4932 Old Oneida Road, Verona, NY 13478**, be reappointed with each term beginning immediately and to run for a period of 2 years, expiring on December 31, 2013.

These appointments require Board of Legislator's approval, therefore, I ask that you send the appointment letter to us at the earliest opportunity.

Respectfully submitted,

Gerald J. Fiorini  
Chairman  
Board of Legislators

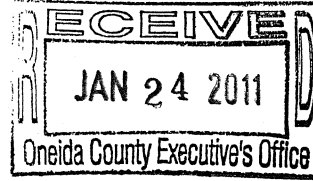
GJF:pp

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader





# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 19, 2012

FN 20 12-075

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

## WAYS & MEANS

Honorable Members:

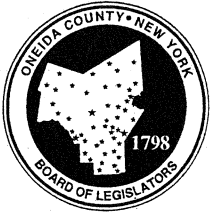
I am hereby reappointing **Legislator Michael J. Clancy of 4932 Old Oneida Rd., Verona, NY 13478** to serve on the Griffiss Air Force Base Restoration Advisory Board for a two-year term to expire on December 31, 2013.

This appointment does require Board of Legislators approval, therefore I hereby refer this request to the Ways and Means Committee and on the full Board for consideration at the earliest opportunity.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp  
Cc: Mr. Clancy  
Base Environmental Coordinator



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

January 19, 2012

FN 20 12 - 076

Oneida County  
Board of Legislators  
800 Park Ave.  
Utica, NY 13501

## WAYS & MEANS

Honorable Members:

I am submitting the recommendation to reappoint Mr. James M. D'Onofrio to a two-year term on the Insight House Board of Directors, expiring December 31, 2013, since his term has expired.

As this appointment requires Board confirmation, I hereby refer the matter to the Ways & Means Committee and the full Board for consideration at the earliest opportunity.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp

Cc: Donna Vitagliano, President & CEO, Insight House  
James M. D'Onofrio  
County Executive Anthony J. Picente, Jr.



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

February 7, 2012

FN 20 12-077

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

## WAYS & MEANS

Dear Mr. Billard:

The period for "Open Enrollment", for farm-land owners was designated as January 1 through January 31, 2012 pursuant to Agriculture & Markets Law. An "open enrollment" period allows the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of an individual district.

Now, at the request of the Farmland Protection Board, it necessary to schedule a Public Hearing on the results of this open enrollment, therefore, please prepare a docket scheduling a Public Hearing for **1:00 PM on Monday, March 26, 2012** at the Farm & Home Center, 121 Second St, Oriskany, NY.

In order to allow ample time to notify the newspapers and the towns involved, I would ask that the Ways & Means Committee and Board of Legislators vote upon this docket at the meeting of **March 14, 2012.**

Respectfully submitted,

Phyllis M. Parry  
Deputy Clerk of the Board



pp  
Cc: All FPB Members



ANTHONY R. CARVELLI  
COMMISSIONER

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

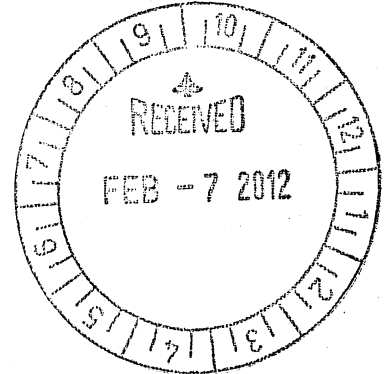
January 31, 2012

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

FN 20 12 - 078

GOVERNMENT OPERATIONS

**WAYS & MEANS**



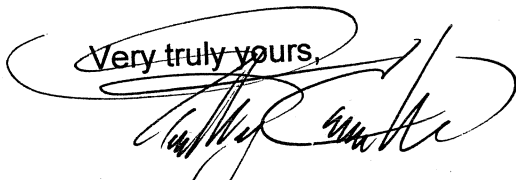
Re: Dog License Residual – 2011

Dear Mr. Picente:

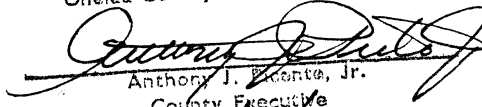
Attached to this correspondence please find the final apportionment of the dog license residual carried forward to 2011. Given the changes by the State to the dog license requirements beginning in 2011 it appears fitting to credit (A430) with the ending balance (\$801.07) to the cities and towns equivalent to the final distribution for 2010 (previously approved & paid in 2011, see also file #2011-201, dated July 13, 2011).

In that this residual pertains to collections in 2010 that were previously approved we would ask that this be sent to the Board of Legislators for their information - to be read and filed.

Very truly yours,

  
Anthony Carvelli  
Commissioner of Finance

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

  
Anthony J. Picente, Jr.  
County Executive

Date 3/1/12

AC/bad

Enclosure

cc: Mikale Billard, Clerk of the Board  
NYS Department of Agriculture & Markets  
Greg Amoroso, County Attorney

**STATEMENT OF AMOUNTS REMITTED AND APPORTIONED**

**REPORTING PERIOD: JANUARY 1, 2010 TO DECEMBER 31, 2010**

<b>REMITTING MUNICIPALITY</b>	<b>VENDOR #</b>	<b>AMOUNT REMITTED</b>	<b>SURPLUS APPORTIONED</b>
ANNSVILLE	74640	\$339.56	\$12.73
AUGUSTA	70801	\$372.45	\$13.96
AVA	74605	\$61.11	\$2.29
BOONVILLE	70802	\$386.55	\$14.49
BRIDGEWATER	74613	\$232.63	\$8.72
CAMDEN	70803	\$91.65	\$3.44
DEERFIELD	74612	\$464.10	\$17.40
FLORENCE	70804	\$93.98	\$3.52
FLOYD	70805	\$673.23	\$25.24
FORESTPORT	70806	\$125.70	\$4.71
KIRKLAND	74611	\$972.88	\$36.47
LEE	74607	\$760.18	\$28.50
MARCY	74880	\$753.15	\$28.23
MARSHALL	74610	\$218.57	\$8.19
NEW HARTFORD	74672	\$2,421.64	\$90.78
PARIS	70812	\$290.19	\$10.88
REMSEN	74609	\$135.11	\$5.06
SANGERFIELD	74608	\$331.32	\$12.42
STEUBEN	70808	\$83.44	\$3.13
TRENTON	74602	\$1,279.55	\$47.97
VERNON	70809	\$845.98	\$31.71
VERONA	79652	\$1,244.29	\$46.64
VIENNA	74883	\$864.79	\$32.42
WESTERN	70810	\$157.44	\$5.90
WESTMORELAND	76541	\$1,234.88	\$46.29
WHITESTOWN	70811	\$648.57	\$24.31
ROME	70807	\$3,788.15	\$142.01
SHERRILL	70333	\$290.25	\$10.88
UTICA	76466	\$2,207.80	\$82.78
<b>TOTALS</b>		<b>\$21,369.14</b>	<b>\$801.07</b>

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

June 6, 2011

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

Re: Dog License Report - 2010

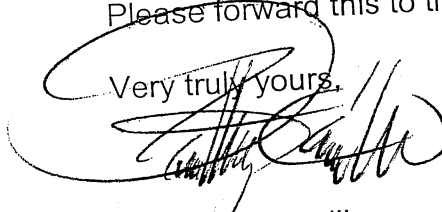
Dear Mr. Picente:

Attached to this correspondence please find a Statement of Revenues and Disbursements regarding the aforementioned 2010 report.

The balance @ 12/31/10 was \$3,204.25. As such, it is necessary to distribute 75% of the ending balance – i.e., \$2,403.19 to the cities and towns. As required, we will forward a copy to the Department of Agriculture & Markets and the Board for their record.

Please forward this to the Board of Legislators for their approval.

Very truly yours,



Anthony Carvelli  
Commissioner of Finance

AC/bad

Enclosure

cc: Mikale Billard, Clerk of the Board  
NYS Department of Agriculture & Markets

COUNTY FINANCIAL OFFICER - DOG LICENSE REPORT

COUNTY OF ONEIDA  
800 PARK AVENUE  
UTICA, NY 13501

STATEMENT OF REVENUES AND DISBURSEMENTS  
JANUARY 1, 2010 TO DECEMBER 31, 2010

BALANCE FORWARD @ 12/31/09 \$4,312.01

RECEIPTS:

DOG LICENSE FEES	\$21,369.14	
TAG FEES	\$309.00	\$21,678.14
		<hr/>

TOTAL \$25,990.15


DISBURSEMENTS:

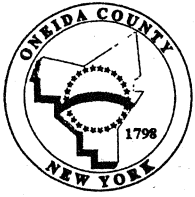
DEPT OF AG & MKT LIC FEE	\$7,692.90	
DEPT OF AG & MKT TAG FEE	\$309.00	
PAID DAMAGE BY DOGS	\$0.00	
REIMBURSEMENT HUMANE OFFICER	\$0.00	
REMITTANCE REFUND - 2009	\$3,234.00	
ROME HUMANE SOCIETY	\$6,000.00	
STEVEN-SWAN HUMANE SOCIETY	\$5,550.00	\$22,785.90
		<hr/>

ENDING BALANCE @ 12/31/10 \$3,204.25

TOTAL SURPLUS @ 12/31/10 \$3,204.25

75% OF THE ENDING BALANCE AMOUNTING TO 2403.19 TO BE APPORTIONED TO THE CITIES AND TOWNS RATABLY TO THE REMITTANCE EACH MADE. ATTACHED IS A LIST SHOWING THE REMITTANCE EACH MADE AND THE AMOUNT APPORTIONED.

  
\_\_\_\_\_  
COUNTY FINANCIAL OFFICER

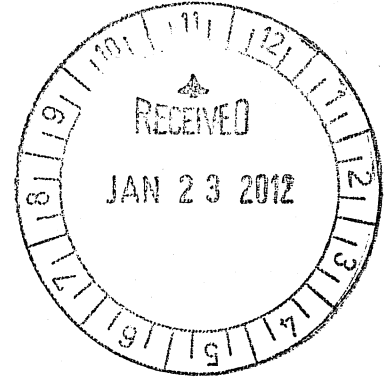


COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**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



January 17, 2012

FN 20 12 - 079

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

GOVERNMENT OPERATIONS

**WAYS & MEANS**

RE: Appointment of Commissioner of Finance

Honorable Members:

Pursuant to Article V, Section 501 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my appointment of Anthony Carvelli as Commissioner of the Department of Finance.

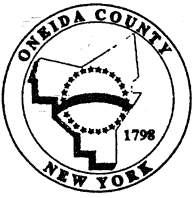
Mr. Carvelli is an important part of my administration and a valuable asset to Oneida County due to his faithful and determined stewardship of the County's financial affairs. Mr. Carvelli has worked tirelessly with me to oversee County expenditures and assist in the dedication of County monies in the annual budget.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Anthony Carvelli



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**  
County Executive  
ce@ocgov.net

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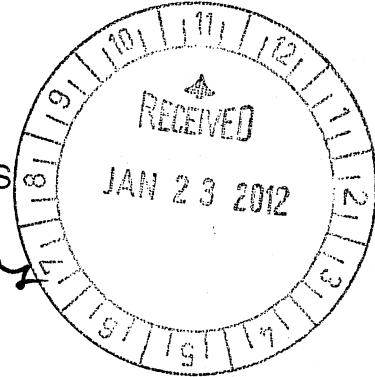
January 17, 2012

FN 20 12-080

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

GOVERNMENT OPERATIONS

*ways and means*



RE: Appointment of the Director of Central Services


Honorable Members:

Pursuant to Article III, Section 307 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Anne B. Hartman to the office of Director of Central Services.

Ms. Hartman has proven herself to be a professional and capable manager who has distinguished herself and her department in her handling of the County's IT and communication needs and the marshalling of vote tallies and reports on Election and Primary days. I have every confidence that her re-appointment will ensure our continued progress and improvement in the County's technology and communication programs.

I would appreciate the Board's action on this request at its earliest opportunity.

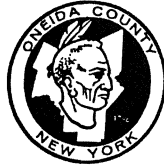
Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Anne B. Hartman

Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa

Brenda Breen  
Patricia Ferrone  
Lynarda J. Girmonde  
Mary Bowee

# CLERK OF ONEIDA COUNTY

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

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

January 13, 2012

FN 20 12-081

GOVERNMENT OPERATIONS  
**WAYS & MEANS**

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

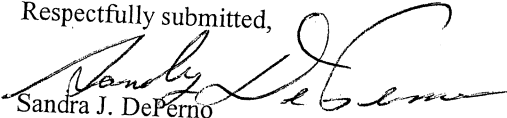


Dear County Executive Picente:

I am requesting the Board of Legislators consideration and approval of an increase in the expenses necessary to collect the mortgage tax receipts. This is based on Section 262 of the Tax Law. As provided in Tax Law Section 262, the requested reimbursement must be approved by the Tax Commission and accompanied by a resolution approved and passed by the Board before April 1, 2012. This process was developed nine years ago to make yearly increases based on the rate of inflation rather than make larger increases at longer intervals. The expenses the Clerk's Office incurs went up this year and the current rate does not adequately reimburse the Clerk's Office for the cost of collecting this tax.

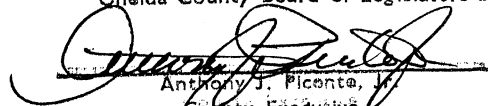
The Clerk's Office is requesting that we be allowed to charge the State of New York the actual cost of annually collecting the mortgage tax proceeds. We are requesting that the current charge be raised based on the yearly cost incurred by the County to \$418,836.00. As stated above, this increase requires Board action and must be to the STATE OF NEW YORK BY APRIL 1ST, 2012 in order to take effect.

Respectfully submitted,

  
Sandra J. DePerno  
Oneida County Clerk

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

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

  
Anthony J. Picente, Jr.  
County Executive

Date 1/13/12

**MORTGAGE TAX COLLECTION EXPENSE 2012**

<u>Personnel</u>	<u>A</u> <u>Percent</u>	<u>B</u> <u>Base Salary</u>	<u>C</u> <u>Fringe Benefits</u> <u>B x 42%</u> 42%	<u>D</u> <u>Salary plus Fringe</u> <u>B + C</u>	<u>Annual Salary Cost</u> <u>A x D</u>
County Clerk	9%	\$64,628	\$27,144	\$91,772	\$8,259
1st Deputy Clerk	36%	\$39,816	\$16,723	\$56,539	\$20,354
2nd Deputy Clerk - #22	36%	\$53,392	\$22,425	\$75,817	\$27,294
Deputy Clerk - #1N	36%	\$38,979	\$16,371	\$55,350	\$19,926
Deputy County Clerk - #4	36%	\$30,240	\$12,701	\$42,941	\$15,459
Deputy County Clerk - #5	36%	\$30,240	\$12,701	\$42,941	\$15,459
Deputy County Clerk - #6	36%	\$30,240	\$12,701	\$42,941	\$15,459
Senior Clerk - #14	50%	\$38,199	\$16,044	\$54,243	\$27,121
Clerk - #23	36%	\$21,164	\$8,889	\$30,053	\$10,819
Senior Clerk - #15	45%	\$21,691	\$9,110	\$30,801	\$13,861
Senior Clerk - #21	10%	\$23,022	\$9,669	\$32,691	\$3,269
Senior Clerk - #18	65%	\$38,199	\$16,044	\$54,243	\$35,258
Senior Clerk - #16	36%	\$34,114	\$14,328	\$48,442	\$17,439
Senior Clerk - #17	50%	\$36,026	\$15,131	\$51,157	\$25,578
Senior Clerk - #8	50%	\$34,259	\$14,389	\$48,648	<u>\$24,324</u>

**EMPLOYEE SUB-TOTAL** \$279,879

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

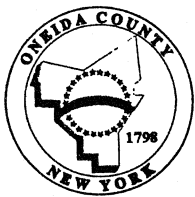
	<u>A</u> <u>No. of Cubic Feet</u>	<u>B</u> <u>Cost Per Foot</u>	<u>C</u> <u>No. of Months</u>	<u>Annual Cost</u> <u>A x B x C</u>
Storage Space (Inactive)	35	\$6	12	<u>\$2,520</u>
			<b>TOTAL</b>	<b>\$2,520</b>

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

**TOTAL OTHER COSTS** \$138,957

**TOTAL ALL COSTS TO ONEIDA COUNTY** **\$418,836**





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



January 17, 2012

FN 20 12 - 082

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

RE: Appointment of the Commissioner of Planning

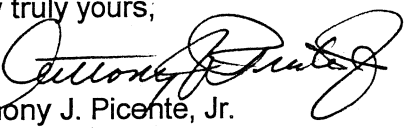
Honorable Members:

Pursuant to Article XIII, Section 1302 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of John R. Kent, Jr. to the office of Commissioner of Planning.

John Kent has not only ably managed the planning functions and responsibilities of this County but his expertise and long experience in County government provide me with both historical perspective and an institutional knowledge that is invaluable to me in my administration of County business.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours;

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: John R. Kent, Jr.



**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 12 - 083

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INTRAOFFICE MEMORANDUM

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To: Gregory J. Amoroso, Esq., Oneida County Attorney  
From: Kurt Parry, Asst. County Attorney  
Re: FTA Certifications and Assurances for FFY 2012  
Date: January 19, 2012

**ECONOMIC DEVELOPMENT  
& TOURISM  
WAYS & MEANS**

Greg:

I have reviewed the attached Certification and Assurances for FFY 2012. Essentially, the FTA grant monies cannot be applied for and/or received unless the County, by and through its County Executive and County Attorney, sign the same. In summary, by accepting the grant funds, the County agrees that it will comply with all applicable laws and regulations set forth in the accompanying materials.

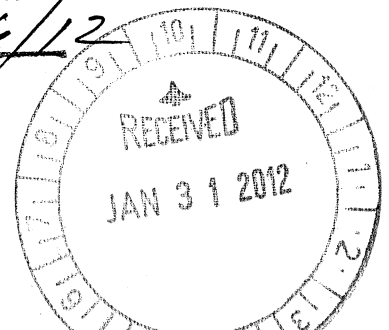
Per your request, I am in the process of preparing a Memorandum to John Kent, reminding him that the County is responsible for compliance with these grant assurances, which would include compliance by any subrecipient, lessee, third party contractor or other "participant" and, thus, the County must take all appropriate measures (including but not limited to obtaining sufficient documentation from each subrecipient) to assure the validity of all certifications and assurances made herein.

If you have any questions or comments prior to submission to the Board of Legislators, please advise.

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

Anthony J. Picente, Jr.  
County Executive

Date 1/26/12



Department  
Planning

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

## Oneida County Board of Legislators Contract Summary

**Name of Proposing Organization:** Federal Transit Administration

**Title of Activity or Service:** This contract is for the approval of the 2012 Certifications & Assurances prior to grant approval. By signing the attached form, Oneida County affirms its commitment to comply with all relevant Federal statutes, regulations, executive orders, and administrative guidance for grant administration.

**Proposed Dates of Operations:** Effective upon acceptance and signature of County Executive through December 31, 2012.

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

### **SUMMARY STATEMENTS**

- 1) **Narrative Description of Proposed Services:** This contract is for the approval of the 2012 Certifications & Assurances prior to grant approval. By signing the attached form, Oneida County affirms its commitment to comply with all relevant Federal statutes, regulations, executive orders, and administrative guidance for grant administration.
- 2) **Program/Service Objectives and Outcomes** N/A
- 3) **Program Design and Staffing Level** N/A

**Total Funding Requested:** None

**Oneida County Funding Recommendation:** N/A

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

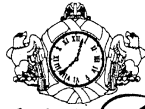
**Cost Per Client Served:** N/A

**Past Performance Served:** N/A

**O.C. Department Staff Comments:** None

ANTHONY J. PICENTE, Jr., *County Executive*

JOHN R. KENT, Jr., *Commissioner*



*Boehlert Center*  
at UNION STATION

(315) 798-5710

FAX (315) 798-5852

planning@ocgov.net

## Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

January 5, 2012

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

Re: Certification and Assurances for FFY 2012  
Federal Transit Administration

Dear Mr. Picente:

For the Federal Fiscal Year 2012, Oneida County, as the designated recipient, will apply for operating and capital assistance under Section 5311 Rural and Transportation Assistance Program. The capital and operating assistance applications will be filed to the NYS DOT to fund services in the rural and non-urbanized areas of the county. It is a Federal requirement that every applicant who intends to apply and receive Federal assistance must submit annual certifications and assurances prior to grant approval. By signing the attached form Oneida County affirms its commitment to comply with all relevant Federal statutes, regulations, executive orders, and administrative guidance for grant administration.

Enclosed for your review is the annual FTA required Certification and Assurances for FFY 2012 that must be signed by yourself and the County Attorney. After signing is completed, it will be electronically submitted through the Transportation Electronic Award and Management System (TEAM) to the FTA. Your assistance in expediting of the certifications and assurances would be greatly appreciated.

If you have any questions, please contact me or Mithat Sadovic of this office.

Sincerely,

John R. Kent Jr.  
Commissioner

APPENDIX A

**FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

*(Signature page alternative to providing Certifications and Assurances in TEAM-Web)*

Name of Applicant: Oneida County

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. X

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Assurances Required For Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement Compliance.	_____
04.	Protections for Private Providers of Public Transportation.	_____
05.	Public Hearing.	_____
06.	Acquisition of Rolling Stock for Use in Revenue Service.	_____
07.	Acquisition of Capital Assets by Lease.	_____
08.	Bus Testing.	_____
09.	Charter Service Agreement.	_____
10.	School Transportation Agreement.	_____
11.	Demand Responsive Service.	_____
12.	Alcohol Misuse and Prohibited Drug Use.	_____
13.	Interest and Other Financing Costs.	_____
14.	Intelligent Transportation Systems.	_____
15.	Urbanized Area Formula Program.	_____
16.	Clean Fuels Grant Program.	_____
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	_____
18.	Nonurbanized Area Formula Program for States.	_____
19.	Job Access and Reverse Commute (JARC) Program.	_____
20.	New Freedom Program.	_____
21.	Paul S. Sarbanes Transit in Parks Program.	_____
22.	Tribal Transit Program.	_____
23.	TIFIA Projects	_____
24.	Deposits of Federal Financial Funding to a State Infrastructure Banks.	_____

APPENDIX A

**FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
(Required of all Applicants for FTA funding and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Oneida County

Name and Relationship of Authorized Representative: Anthony J. Picente, Jr., Oneida County Executive

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name Anthony J. Picente, Jr.  
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Oneida County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name Gregory J. Amoroso, Oneida County Attorney  
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

APPENDIX A

**FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**  
*(Signature page alternative to providing Certifications and Assurances in TEAM-Web)*

Name of Applicant: Oneida County

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. X

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Assurances Required For Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement Compliance.	_____
04.	Protections for Private Providers of Public Transportation.	_____
05.	Public Hearing.	_____
06.	Acquisition of Rolling Stock for Use in Revenue Service.	_____
07.	Acquisition of Capital Assets by Lease.	_____
08.	Bus Testing.	_____
09.	Charter Service Agreement.	_____
10.	School Transportation Agreement.	_____
11.	Demand Responsive Service.	_____
12.	Alcohol Misuse and Prohibited Drug Use.	_____
13.	Interest and Other Financing Costs.	_____
14.	Intelligent Transportation Systems.	_____
15.	Urbanized Area Formula Program.	_____
16.	Clean Fuels Grant Program.	_____
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	_____
18.	Nonurbanized Area Formula Program for States.	_____
19.	Job Access and Reverse Commute (JARC) Program.	_____
20.	New Freedom Program.	_____
21.	Paul S. Sarbanes Transit in Parks Program.	_____
22.	Tribal Transit Program.	_____
23.	TIFIA Projects	_____
24.	Deposits of Federal Financial Funding to a State Infrastructure Banks.	_____

APPENDIX A

**FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
*(Required of all Applicants for FTA funding and all FTA Grantees with an active capital or formula project)*

AFFIRMATION OF APPLICANT

Name of Applicant: Oneida County

Name and Relationship of Authorized Representative: Anthony J. Picente, Jr., Oneida County Executive

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name Anthony J. Picente, Jr.  
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Oneida County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name Gregory J. Amoroso, Oneida County Attorney  
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.



## APPENDIX A

### FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

#### PREFACE

*Before the Federal Transit Administration (FTA or We) may award Federal transit assistance (funding or funds) to support a project, an authorized representative (you) of the project sponsor (Applicant) must provide certain certifications and assurances required by Federal law or regulation. You must provide all certifications and assurances required of your Applicant to support its applications for FTA funding during Federal fiscal year (FY) 2012.*

*We request that you read each certification and assurance carefully and select all certifications and assurances that might apply to all projects for which your Applicant might seek FTA funding. We can award FTA funding for your Applicant's project only if your Applicant provides adequate certifications and assurances on your Applicant's behalf as required by Federal law or regulation.*

*We have consolidated our certifications and assurances into 24 groups. At a minimum, you must provide the assurances in Group 01. If your Applicant requests more than \$100,000, you must also provide the Lobbying certification in Group 02, unless your Applicant is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its project, your Applicant may need to provide some of the certifications and assurances in Groups 03 through 24. However, instead of selecting individual groups of certifications and assurances, you may make a single selection that will encompass all groups of certifications and assurances applicable to all our programs. FTA and your Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project we fund. The type of project and Applicant will determine which certifications and assurances apply.*

*Your Applicant also understands and agrees that these certifications and assurances are special pre-award requirements and do not include all Federal requirements that may apply to your Applicant or its project. Our Master Agreement MA(18) for Federal Fiscal Year 2012, <http://www.fta.dot.gov/documents/18-Master.pdf>, contains a list of most of those requirements.*

*Except in limited circumstances, your Applicant is ultimately responsible for compliance with the certifications and assurances that apply to itself or its project irrespective of subrecipient participation in the project. Because many FY 2012 certifications and assurances will require subrecipient compliance, we strongly recommend that you take appropriate measures to assure the validity of your Applicant's certifications and assurances. Your Applicant understands and agrees that when you apply for funding on behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances you select on your Applicant's behalf.*

*We expect you to submit your Applicant's FY 2012 certifications and assurances in TEAM-Web, and its applications for funding as well. Thus you will need to be registered in TEAM-Web to act*

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*on your Applicant's behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the 24 groups of certifications and assurances and a designated field for selecting all 24 groups. If you cannot submit your Applicant's FY 2012 certifications and assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice marked to show the groups of certifications and assurances your Applicant is providing.*

### **GROUP 01. ASSURANCES REQUIRED FOR EACH APPLICANT**

*You must select the following assurances in Group 01 on behalf of your Applicant unless we expressly determine otherwise in writing.*

#### *A. Assurance of Authority of the Applicant and Its Representative.*

Both you and the Applicant's attorney who sign these certifications, assurances, and agreements, affirm that both the Applicant and you as its authorized representative may, under their State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules, undertake the following activities on behalf of the Applicant:

1. Execute and file its application for Federal funds,
2. Execute and file its certifications, assurances, and agreements binding its compliance, and
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA.

#### *B. Standard Assurances.*

The Applicant assures that:

1. It has sufficient authority under its State, local, or Indian tribal law, regulations by-laws and internal rules to carry out each FTA funded project as required by Federal laws and regulations,
2. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded project,
3. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for the project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to Grant Agreement or Cooperative Agreement,
4. It recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation,
5. It understands that Presidential executive orders and Federal directives, including Federal policies and program guidance, may be issued concerning matters affecting the Applicant or its project, and
6. It agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA determines otherwise in writing.

#### *C. Intergovernmental Review Assurance.*

*This assurance does not apply to Indian tribe or organization or a tribal organization that applies for funding under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).*

The Applicant assures that it has or will submit each Federal funding application to the appropriate State and local agencies for intergovernmental review to facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

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### D. *Nondiscrimination Assurance.*

1. The Applicant assures that it will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, creed, sex, or age:
  - a. Federal transit law, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and
  - c. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21.
2. As required by 49 CFR 21.7, the Applicant assures that:
  - a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
    - (1) It conducts each project,
    - (2) It undertakes property acquisitions, and
    - (3) It operates the project facilities, including:
      - (a) Its entire facilities, and
      - (b) Its facilities operated in connection with its project,
  - b. This assurance applies to its entire project and entire facilities, including facilities operated in connection with its project,
  - c. It will promptly take the necessary actions to carry out this assurance, including:
    - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
    - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
  - d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
    - (1) While the property is used for the purpose that the Federal funding is extended,
    - (2) While the property is used for another purpose involving the provision of similar services or benefits,
  - e. The United States has a right to seek judicial enforcement of any matter arising under:
    - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) U.S. DOT regulations, 49 CFR part 21, and
    - (3) This assurance,
  - f. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:
    - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) U.S. DOT regulations, 49 CFR part 21, and
    - (3) Federal transit law, 49 U.S.C. 5332,
  - g. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party participant, including:
    - (1) Any subrecipient,
    - (2) Any transferee,
    - (3) Any third party contractor or subcontractor at any tier,

## APPENDIX A

- (4) Any successor in interest,
  - (5) Any lessee, or
  - (6) Any other participant in the project,
- h. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:
- (1) Each subagreement,
  - (2) Each property transfer agreement,
  - (3) Each third party contract or subcontract at any tier,
  - (4) Each lease, or
  - (5) Each participation agreement,
- i. The assurances it has made will remain in effect for the longest of the following:
- (1) As long as Federal funding is extended to the project,
  - (2) As long as the Project property is used for a purpose for which the Federal funding is extended,
  - (3) As long as the Project property is used for a purpose involving the provision of similar services or benefits, or
  - (4) As long as the Applicant retains ownership or possession of the project property.

### E. *Assurance of Nondiscrimination on the Basis of Disability.*

1. The Applicant assures that it and its project implementation and operations will comply with all applicable requirements of:
  - a. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
  - b. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - c. U.S. DOT regulations, specifically 49 CFR parts 27, 37, and 38, and
  - d. Any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated,
2. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, the Applicant assures that:
  - a. The following prohibition against discrimination on the basis of disability is a condition to the approval or extension of any FTA funding awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in or obtain any benefit from any FTA administered program,
  - b. In any program or activity receiving or benefiting from Federal funding FTA or any entity within U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

### F. *Suspension and Debarment.*

1. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget

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(U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180, permit certifications to assure the Applicant acknowledges that:

2. The Applicant certifies to the best of its knowledge and belief that, it, its principals, and first tier subrecipients:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible, or
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

(1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,

(2) Violation of any Federal or State antitrust statute, or

(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 2.b of this certification,

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

e. Will promptly provide any information to the FTA if at a later time any information contradicts the statements of subparagraphs (1) through (4) above, and

f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official,

g. Will require that each covered lower tier contractor and subcontractor:

(1) Comply with the Federal requirements of 2 CFR part 1200 and 2 CFR part 180, and

(2) Assure that each lower tier participant in the Project is not presently declared by any

Federal department or agency to be:

- (a) Debarred from participation in the federally funded project,
- (b) Suspended from participation in the federally funded project,
- (c) Proposed for debarment from participation in the federally funded project,
- (d) Declared ineligible to participate in the federally funded project,
- (e) Voluntarily excluded from participation in the federally funded project, or
- (f) Disqualified from participation in the federally funded Project.

3. The Applicant will provide a written explanation indicated on its Signature Page or a page attached in FTA's TEAM if it or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the preceding statements in this certification.

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### G. U.S. OMB Assurances in SF-424B and SF-424D.

(These assurances are consistent with U.S. OMB assurances required in SF-424B and SF-424D.)

#### 1. Administrative Activities. The Applicant assures that:

a. For every project described in any application it submits, it has adequate resources to properly plan, manage, and complete the project, including:

- (1) The legal authority to apply for Federal funding, and
- (2) The institutional capability,
- (3) The managerial capability, and
- (4) The financial capability (including funds sufficient to pay the non-Federal share of project cost).

b. It will give access and the right to examine project-related materials, including but not limited to:

- (1) FTA,
- (2) The Comptroller General of the United States, and,
- (3) If appropriate, the State, through any authorized representative,

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

d. It will establish safeguards to prohibit employees from using their positions for a purpose that:

- (1) Results in a personal or organizational conflict of interest, or personal gain, or
- (2) Presents the appearance of a personal or organizational conflict of interest or personal gain.

#### 2. Project Specifics. The Applicant assures that:

a. Following receipt of FTA award, it will begin and complete Project work within the applicable time periods,

b. For FTA funded construction projects:

(1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications

(2) It will to the extent practicable provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,

(3) It will include a covenant in the title of federally funded real property acquired to assure nondiscrimination during the useful life of the project,

(4) To the extent FTA requires, it will record the Federal interest in the title to FTA assisted real property or interests in real property, and

(5) To the extent practicable, without permission and instructions from FTA, it will not alter the site of the FTA funded construction project or facilities by:

(a) Disposing of the underlying real property or other interest in the site and facilities,

(b) Modifying the use of the underlying real property or other interest in the site and facilities, or

(c) Changing the terms of the underlying real property title or other interest in the site and facilities.

c. It will furnish progress reports and other information as FTA or the State may require.

#### 3. Statutory and Regulatory requirements. The Applicant assures that:

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a. It will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to the:

(1) Prohibitions against discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) Prohibitions against discrimination on the basis of sex of:

(a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and

(b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,

(3) Prohibitions against discrimination on the basis of age in federally assisted programs of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,

(4) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability,

(5) Prohibitions against discrimination on the basis of disability of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,

(6) Nondiscrimination requirements relating to the sale, rental, or financing of housing of Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,

(7) Prohibitions against discrimination on the basis of drug abuse of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,

(8) Prohibitions against discrimination on the basis of alcohol abuse of the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,

(9) Confidentiality requirements for the records of alcohol and drug abuse patients of the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and

(10) Nondiscrimination provisions of any other statute(s) that may apply to the project,

b. Regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, it will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally assisted programs, and:

(1) It has the necessary legal authority under State and local law to comply with:

(a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, as specified by sections 210 and 305 of that Act, 42 U.S.C. 4630 and 4655, respectively, and

(b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4.

(2) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations including but not limited to doing the following:

(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,

(b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, it will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded project, of:

1 Families and individuals,

2 Partnerships, corporations, or associations,

(c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in to the U.S. DOT regulations to such

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displaced:

- 1 Families and individuals,
    - 2 Partnerships, corporations, or associations,
  - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement it will make available comparable replacement dwellings to families and individuals,
  - (e) It will:
    - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
    - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
  - (f) It will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
  - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,
  - (h) It will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding, and
  - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances, and
  - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded project involving relocation or land acquisition, and
  - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,
- c. To the extent practicable, it will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. It will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
- e. It will, to the extent practicable, comply with the labor standards and protections for federally funded projects of:
  - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*,
  - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively,
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. It will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders, including but not limited to the following:
  - (l) It will comply with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and



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Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,

(2) It will comply with notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note,

(3) It will comply with protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note,

(4) It will comply with evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note,

(5) It will comply with an assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,

(6) It will comply with Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,

(7) It will comply with protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,

(8) It will comply with protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544, and

(9) It will comply with environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c),

(10) It will comply with protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and

(11) It will comply with and facilitate compliance with

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and

(c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent practicable, it will comply with Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding of:

(1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and

(2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4,

h. To the extent practicable, before accepting delivery of any FTA funded building it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d),

i. To the extent practicable, it and its subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:

(1) Participating in the Federal flood insurance program,

(2) Purchasing flood insurance if the total cost of insurable construction and acquisition

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is \$10,000 or more,

j. To the extent practicable, it will comply with:

(1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement, and

(2) 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding to whom the Hatch Act does not otherwise apply,

k. It will have performed the financial and compliance audits as required by:

(1) The Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,

(2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and

(3) The most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and

l. It will, to the extent practicable, comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

### GROUP 02. LOBBYING CERTIFICATION

*You must select the following certifications in Group 02 if you apply on behalf of your Applicant for a Federal grant or cooperative agreement exceeding \$100,000, or a loan (including a line of credit), loan guarantee, or loan insurance exceeding \$150,000, except if you are applying on behalf of an Indian tribe, tribal organization, or other Indian organization or if we determine otherwise in writing.*

As required by 31 U.S.C. 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR 20.110, you and your Applicant understand that:

a. The lobbying restrictions of your certification apply your Applicant’s requests for:

(1) \$100,000 or more in Federal funding for a grant or cooperative agreement, and

(2) \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee,

b. Its certification covers the lobbying activities of:

(1) It,

(2) Its principals, and

(3) Its first tier subrecipients:

Therefore, on behalf of your Applicant, you certify to the best of your knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid by or on its behalf to any person:

a. To influence or attempt to influence:

(1) An officer or employee of any Federal agency,

(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress,

b. Regarding the award of a:

(1) Federal grant or cooperative agreement, or

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- (2) Federal loan, line of credit, loan guarantee, or loan insurance
2. It will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," in accordance with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person:
  - a. To influence or attempt to influence:
    - (1) An officer or employee of any Federal agency,
    - (2) A Member of Congress, an employee of a Member of Congress, or an officer or employee of Congress, or
  - b. Regarding any application for a:
    - (1) Federal grant or cooperative agreement,
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
3. It will include the language of this certification in the award documents for all subawards at all tiers including, but not limited to:
  - a. Subcontracts,
  - b. Subgrants,
  - c. Subagreements, and
  - d. Third party contracts under a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
4. It understands that:
  - a. This certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
5. It also understands that any person who does not file a required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **GROUP 03. PROCUREMENT COMPLIANCE**

*We request that you provide the following procurement certification, on behalf of your Applicant by selecting Group 03, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).*

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has approved otherwise in writing.

### **GROUP 04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS**

*You must select the following certifications in Group 04 on behalf of your Applicant if it is a State, local, or Indian tribal government and you are applying for or will apply for 49 U.S.C. chapter 53 funding to:*

- *Acquire property of a private transit operator, or*
- *Operate public transit in competition with or in addition to a private transit provider.*

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As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that:

1. Before it:
  - a. Acquires the property or an interest in the property of a private provider of public transportation, or
  - b. Operates public transportation equipment or facilities:
    - (1) In competition with transportation service provided by an existing public transportation company, or
    - (2) In addition to transportation service provided by an existing public transportation company,
2. It has or will have:
  - a. Determined that the funding is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under State or local law to the company for any franchise or property acquired.

### GROUP 05. PUBLIC HEARING

*You must select the following certifications in Group 05 on behalf of your Applicant if you apply for 49 U.S.C. chapter 53 funding for a capital project that will substantially affect a community or its transit service.*

As required by 49 U.S.C. 5323(b), the Applicant certifies that:

1. Before submitting an application for a capital project that:
  - a. Will substantially affect:
    - (1) A community, or
    - (2) The public transportation service of a community, and
  - b. Also will affect:
    - (1) Significant economic interests,
    - (2) Significant social interests, or
    - (3) Significant environmental interests,
- It will:
  - (1) Provide an adequate opportunity for public review and comment on the project, after giving notice that:
    - (a) Includes a concise description of the proposed project; and
    - (b) Has been published in a newspaper of general circulation in the geographic area the project.
  - (2) Hold a public hearing on the project if the project affects:
    - (a) Significant economic, interests,
    - (b) Significant social, interests, or
    - (c) Significant environmental interests,
2. It will have considered the economic, social, and environmental effects of the project, and
3. It will have determined that the project is consistent with official plans for developing the community.

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### **GROUP 06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE**

*You must select the following certification on behalf of your Applicant in Group 06 if you apply for 49 U.S.C. chapter 53 funding to acquire any rolling stock for use in revenue service.*

The Applicant certifies that in procuring revenue service rolling stock, it will comply with:

1. Federal transit law, specifically 49 U.S.C. 5323(m),
2. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, specifically 49 CFR 663.7, as modified by amendments authorized by section 3023(k) of SAFETEA-LU, including the requirements to:
  - a. Conduct or cause to be conducted the required preaward and post delivery reviews, and
  - b. Maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

### **GROUP 07. ACQUISITION OF CAPITAL ASSETS BY LEASE**

*You must select the following certifications in Group 07 if you apply on behalf of your Applicant for 49 U.S.C. chapter 53 funding to acquire capital assets by lease.*

As required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal funding authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

1. It will not use Federal funding authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until:
  - a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
  - b. It completes these calculations before the later of:
    - (1) Entering into the lease, or
    - (2) Receiving a capital grant for the asset, and
2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

### **GROUP 08. BUS TESTING**

*You must select the following certification in Group 08 if you apply on behalf of your Applicant for 49 U.S.C. chapter 53 funding to acquire any new or newly configured bus or a bus with new major components.*

The Applicant certifies that:

1. It will comply with Federal transit law, specifically 49 U.S.C. 5318,
2. FTA regulations, "Bus Testing," 49 CFR part 665, specifically 49 CFR 665.7, requires that
  - a. Before:
    - (1) Spending any Federal funds to acquire:
      - (a) The first bus of any new bus model,
      - (b) The first bus with a new major change in configuration or components, or

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(2) Authorizing final acceptance of a new bus model or a bus model with a major change in components or configuration:

b. It will:

- (1) Ensure that the bus model has been tested at FTA's bus testing facility, and
- (2) Have received a copy of the test report prepared on the bus model.

### GROUP 09. CHARTER SERVICE AGREEMENT

*You must enter in the Charter Service Agreement in Group 09 on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.*

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, the Applicant understands and agrees that:

1. Except in certain circumstances described in its regulations, FTA's "Charter Service" regulations restrict transportation by charter service using facilities and equipment acquired by FTA for transportation projects with Federal funding derived from:

- (1) Federal transit laws, 49 U.S.C. chapter 53, or
- (2) 23 U.S.C. §§ 133 or 142,

2. FTA's charter service restrictions extend to:

a. The Applicant when it becomes a recipient of Federal funding under:

- (1) Federal transit laws, 49 U.S.C. chapter 53, or
- (2) 23 U.S.C. §§ 133 or 142,

b. Any third party participant that receives Federal funding derived from:

- (1) Federal transit laws, 49 U.S.C. chapter 53, or
- (2) 23 U.S.C. §§ 133 or 142,

c. A third party participant includes a:

- (1) Subrecipient at any tier,
- (2) Lessee,
- (3) Third party contractor or subcontractor at any tier, and
- (4) Other participant in the project,

3. Neither the Applicant nor any third party participant involved in its Project will engage in charter service operations, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
- b. FTA regulations, "Charter Service," 49 C.F.R. Part 604,
- c. Any other Federal Charter Service regulations, or
- d. Federal directives, except as FTA determines otherwise in writing.

4. The Applicant agrees that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.

5. The Applicant agrees that:

a. FTA may require corrective measures or impose remedies on it or any subrecipient that has engaged in a pattern of violations of FTA's Charter Service regulations by:

(1) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or

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(2) Otherwise violating the Applicant's Charter Service Agreement it has elected in its latest annual Certifications and Assurances.

b. These corrective measures and remedies may include:

(1) Barring it or any third party participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds, or

(2) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations.

### GROUP 10. SCHOOL TRANSPORTATION AGREEMENT

*You must enter in the School Transportation Agreement in Group 10 on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.*

As required by 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), the Applicant understands and agrees that:

1. FTA's "School Bus Operations" regulations restrict school bus service as defined in the FTA regulations using facilities and equipment acquired with Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

2. FTA's school bus operations restrictions extend to:

a. The Applicant when it becomes a recipient of Federal funding under:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

b. Any third party participant that receives Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

c. A third party participant includes a:

(1) Subrecipient at any tier,

(2) Lessee,

(3) Third party contractor or subcontractor at any tier, and

(4) Other participant in the project,

3. Neither the Applicant nor any third party participant involved in its Project will engage in school transportation operations in competition with private operators of school transportation, except as permitted under:

a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),

b. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),

c. Any other Federal School Transportation regulations, or

d. Federal directives, except as FTA determines otherwise in writing.

4. The Applicant agrees that the latest School Transportation Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.

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5. The Applicant agrees that FTA will bar the Applicant or any third party participant that has violated this School Transportation Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

### **GROUP 11. DEMAND RESPONSIVE SERVICE**

*You must select the following certification in Group 11 on behalf of your Applicant if your Applicant operates demand responsive service and you apply for 49 U.S.C. chapter 53 funding to acquire non rail transit vehicles.*

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), the Applicant certifies that:

1. The following public transportation services it offers are equivalent in level and quality of service:
  - a. Its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs,
  - b. Its service offered to individuals without disabilities,
2. Viewed in its entirety, the Applicant's service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to the service it offers individuals without disabilities with respect to:
    - (1) Response time,
    - (2) Fares,
    - (3) Geographic service area,
    - (4) Hours and days of service,
    - (5) Restrictions on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

### **GROUP 12. ALCOHOL MISUSE AND PROHIBITED DRUG USE**

*You must select the following certification in Group 12 on behalf of your Applicant if FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, require your Applicant to provide a certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations.*

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," specifically 49 CFR part 655, subpart I, the Applicant certifies that it:

1. Has established and implemented:
  - a. An alcohol misuse program and
  - b. An anti-drug program, and
2. Has complied with or will comply with all applicable requirements of this part.

### **GROUP 13. INTEREST AND OTHER FINANCING COSTS**

*You must select the following certification in Group 13 if the your Applicant intends to reimburse interest or other financing costs with Urbanized Area Formula Program, Capital Investment*



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*Program, or Paul S. Sarbanes Transit in Parks Program funding.*

The Applicant certifies that:

1. It will not seek reimbursement for interest or other financing costs:
  - a. Unless it is eligible to receive Federal funding for those costs,
  - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and
2. It will comply with:
  - a. Urbanized Area Formula Program interest provisions of 49 U.S.C. 5307(g)(3),
  - b. Capital Investment Program provisions of 49 U.S.C. 5309(g)(2)(B)(iii),
  - c. Capital Investment Program provisions of 49 U.S.C. 5309(g)(3)(B)(iii),
  - d. Capital Investment Program provisions of 49 U.S.C. 5309(i)(2)(C), and
  - e. Paul S. Sarbanes Transit in Parks Program provisions of 49 U.S.C. 5320(h)(2)(C).

### **GROUP 14. INTELLIGENT TRANSPORTATION SYSTEMS**

*Select the following assurance in Group 14 if you apply on behalf of your Applicant for an Intelligent Transportation Systems (ITS) project or a project in support of an ITS project. An Applicant for ITS project funding that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be ineligible for award of Federal funding for that ITS project.*

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture." The Applicant assures that:

1. As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note:
  - a. "Intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [will] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]."
  - b. ITS standards will not apply if it obtains an exception to subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note.
2. It will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region, if supported with Federal funding not derived from:
  - a. Title 49, United States Code, or
  - b. Title 23, United States Code.
3. To facilitate compliance with subsection 5307(c) of 23 U.S.C. 512 note, except as the Federal Government determines otherwise in writing, the Applicant assures that it will comply with:
  - a. FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, January 8, 2001, specifically:
    - (1) Applicable provisions of Section V (Regional ITS Architecture, and
    - (2) Section VI (Project Implementation), and
  - b. Other FTA policies that may be issued in connection with any ITS project it undertakes

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financed with funds authorized under Title 49 or Title 23, United States Code,

### **GROUP 15. URBANIZED AREA FORMULA PROGRAM**

*You must select the following certifications and assurances in Group 15 if you apply on behalf of your Applicant for Urbanized Area Formula Program funding, 49 U.S.C. 5307. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

*Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to spend at least one (1) percent of its Urbanized Area Formula Program funding for public transportation security projects, unless it has certified that such expenses are not necessary. Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web.*

*We may not award Urbanized Area Formula Program funding to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to spend one (1) percent of its Urbanized Area Formula Program funding for eligible transit enhancements unless its quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the required list or sufficient information to demonstrate that the Designated Recipients in its area together have spent one (1) percent of the amount of Urbanized Area Program funding made available to them for transit enhancement projects or have included the same information in a separate report attached in TEAM-Web.*

The following certifications apply to each Applicant for funding under the Urbanized Area Formula Program authorized under 49 U.S.C. 5307. The Applicant certifies that:

1. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
  - a. Legal capacity to carry out its proposed projects,
  - b. Financial capacity to carry out its proposed projects,
  - c. Technical capacity to carry out its proposed projects,
  - d. Safety aspects of its proposed projects, and
  - e. Security aspects of its proposed projects,
2. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
3. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
4. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5307:
  - a. Elderly individuals,
  - b. Individuals with disabilities, or
  - c. Individuals presenting a Medicare card issued to himself or herself pursuant to title II or

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- title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
5. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5307, it will:
    - a. Use competitive procurement (as defined or approved by FTA),
    - b. Not use exclusionary or discriminatory specifications in its procurements,
    - c. Comply with applicable Buy America laws, and
    - d. Comply with the:
      - (1) General provisions for FTA programs of 49 U.S.C. 5323, and
      - (2) Third party procurement requirements of 49 U.S.C. 5325,
  6. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:
    - a. Has informed or will inform the public of the amounts of its Urbanized Area Formula Program funds available under 49 U.S.C. 5307, and the projects it proposes to undertake,
    - b. Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
    - c. Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
    - d. Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
    - e. Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal Government source other than U.S. DOT,
    - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
    - g. Has made or will make the final list of projects available to the public,
  7. As required by 49 U.S.C. 5307(d)(1)(G), it:
    - a. Has or will have the amount of funds required for the local share,
    - b. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
    - c. Will provide the local share funds when needed,
  8. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
    - a. The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
      - (1) Maximize the safe, secure, and efficient mobility of people,
      - (2) Minimize environmental impacts, and,
      - (3) Minimize transportation-related fuel consumption and reliance on foreign oil,
    - b. The requirements of 49 U.S.C. 5301(d) for special efforts to:
      - (1) Design public transportation for elderly individuals and individuals with disabilities,  
and
      - (2) Provide public transportation for elderly individuals and individuals with disabilities,  
and
    - c. The requirements of 49 U.S.C. 5303 – 5306 for:
      - (1) Metropolitan and State Planning, and
      - (2) Private enterprise participation,
  9. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

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- a. Raising a fare, or
  - b. Implementing a major reduction of public transportation,
10. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:
- a. Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects (limited to capital projects in the case of an Applicant serving an urbanized area with a population of 200,000 or more), or
  - b. That fiscal year, it will certify that such expenses for transportation security projects are not necessary,
  - c. Public transportation security projects include:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other project intended to increase the security and safety of an existing or planned public transportation, and
11. As required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:
- a. Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),
  - b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and
  - c. The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

### **GROUP 16. CLEAN FUELS GRANT PROGRAM**

*You must select the following certifications and assurances in Group 16 if you apply on behalf of your Applicant for Clean Fuels Grant Program funding, 49 U.S.C. 5308. Your Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

The following certifications apply to each Applicant for funding under the Clean Fuels Grant Program authorized under 49 U.S.C. 5308:

1. As required by FTA regulations, "Clean Fuels Grant Program, 49 CFR part 624, specifically 49 CFR 624.7, the Applicant certifies it will operate vehicles purchased with Federal funding provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.
2. Under 49 U.S.C. 5308(d)(1), the requirements of 49 U.S.C. 5307 apply to the Clean Fuels Grant Program. To comply with those requirements, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

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- a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
  - (1) Legal capacity to carry out its proposed projects,
  - (2) Financial capacity to carry out its proposed projects,
  - (3) Technical capacity to carry out its proposed projects,
  - (4) Safety aspects of its proposed projects, and
  - (5) Security aspects of its proposed projects,
- b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
- d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5308:
  - (1) Elderly individuals,
  - (2) Individuals with disabilities, or
  - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
- e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5308, it will:
  - (1) Use competitive procurement (as defined or approved by FTA),
  - (2) Not use exclusionary or discriminatory specifications in its procurements,
  - (3) Comply with applicable Buy America laws, and
  - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
  - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:
  - (1) Has informed or will inform the public of the amounts of its Clean Fuels Grant Program funds available under 49 U.S.C. 5308, and the projects it proposes to undertake,
  - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
  - (3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
  - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
  - (5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
  - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
  - (7) Has made or will make the final list of projects available to the public,
- g. As required by 49 U.S.C. 5307(d)(1)(G), it:
  - (1) Has or will have the amount of funds required for the local share,
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed,

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- h. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
  - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
    - (a) Maximize the safe, secure, and efficient mobility of people,
    - (b) Minimize environmental impacts, and
    - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
  - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
    - (a) Design public transportation for elderly individuals and individuals with disabilities, and
    - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
  - (3) The requirements of 49 U.S.C. 5303 – 5306 for:
    - (a) Metropolitan and State Planning, and
    - (b) Private enterprise participation, and
- i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### **GROUP 17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM**

*You must select the following certifications and assurances in Group 17 if you apply on behalf of your State or State organization as the direct Applicant for Elderly Individuals and Individuals with Disabilities Formula Grant Program funding 49 U.S.C. 5310, and, if qualified, for Elderly Individuals and Individuals with Disabilities Pilot Program funding, subsection 3012(b) of SAFETEA-LU. Only a State or a State organization acting as the Recipient on behalf of a State may be a direct recipient of this funding. Your State or State organization Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your State or State organization Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

The following certifications and assurances apply to each State or State organization serving as Applicant for funding and each subrecipient of funding under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized under 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized under subsection 3012(b) of SAFETEA-LU.

- 1. The State or State organization Applicant assures that:
  - a. Each subrecipient is:
    - (1) Recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or
    - (2) A public body that has met the statutory requirements to receive Federal funding authorized for 49 U.S.C. 5310,
  - b. The State or State organization Applicant can conclude from information in a private

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nonprofit subrecipient's application for 49 U.S.C. 5310 funding that:

(1) The transit service provided or offered to be provided by existing public or private transit operators cannot meet the special needs of elderly individuals and individuals with disabilities, because it is:

- (a) Unavailable,
- (b) Insufficient, or
- (c) Inappropriate,

c. As required by 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, the project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310,

d. As required by 49 U.S.C. 5310(d)(2)(C), the Applicant certifies that allocations to subrecipients 49 U.S.C. 5310 funding or subsection 3012(b) funding will be distributed on a fair and equitable basis, and

e. As required by 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, the Applicant certifies that:

(1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:

- (a) Locally developed, and
- (b) Coordinated, and

(2) That locally developed, coordinated plan was produced through a process that included:

- (a) Representatives of public, private, and nonprofit transportation providers,
- (b) Representatives of public, private, and nonprofit human services providers, and
- (c) Participation by the public.

2. As permitted by 49 U.S.C. 5310(d), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the State or State organization Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

- (1) Legal capacity to carry out its proposed projects,
- (2) Financial capacity to carry out its proposed projects,
- (3) Technical capacity to carry out its proposed projects,
- (4) Safety aspects of its proposed projects, and
- (5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, or the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, it and each subrecipient will:

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- (1) Use competitive procurement (as defined or approved by FTA),
  - (2) Not use exclusionary or discriminatory specifications in its procurements,
  - (3) Comply with applicable Buy America laws, and
  - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
  - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
- (1) Has or will have the amount of funds required for the local share,
    - (a) As required by 49 U.S.C. 5310(c), and
    - (b) Subsections 3012(b)(3) and (4) of SAFETEA-LU, if applicable,
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed, and
- f. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:
- (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
    - (a) Maximize the safe, secure, and efficient mobility of people,
    - (b) Minimize environmental impacts, and
    - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
  - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
    - (a) Design public transportation for elderly individuals and individuals with disabilities, and
    - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
  - (3) The requirements of 49 U.S.C. 5303 – 5306 for:
    - (a) Metropolitan and State Planning, and
    - (b) Private enterprise participation.

### **GROUP 18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES**

*You must select the following certifications and assurances in Group 18 if you apply on behalf of your Applicant for Nonurbanized Area Formula Program funding, 49 U.S.C. 5311(b). Your Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

*Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program funding. Separate certifications and assurances have been established in Group 22 for an Indian tribe that is an Applicant for Tribal Transit Program funding, 49 U.S.C. 5311(c)(1).*

The following certifications and assurances apply to each State or State organization serving as the Applicant for funding under the Nonurbanized Area Formula Program authorized under 49 U.S.C. 5311. The Applicant assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:



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- a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
- b. Carry out each project, including the:
  - (1) Safety aspects of its proposed projects, and
  - (2) Security aspects of its proposed projects,
2. It has or will have satisfactory continuing control over the use of project equipment and facilities,
3. The project equipment and facilities will be adequately maintained,
4. As required by 49 U.S.C. 5311(b)(2)(C)(i), its program has provided for a fair distribution of Federal funding authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State,
5. As required by 49 U.S.C. 5311(b)(2)(C)(ii), its program provides or will provide the maximum feasible coordination of public transportation service to receive funding under 49 U.S.C. 5311 with transportation service assisted by other Federal sources,
6. The projects in its Nonurbanized Area Formula Program are included in:
  - a. The Statewide Transportation Improvement Program, and
  - b. To the extent applicable, a metropolitan Transportation Improvement Program,
7. It has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g), and
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed, and
8. As required by 49 U.S.C. 5311(f), each fiscal year:
  - a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities including:
    - (1) Planning and marketing for intercity bus transportation,
    - (2) Capital grants for intercity bus shelters,
    - (3) Joint-use stops and depots,
    - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
    - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
  - b. It will provide to the Federal Transit Administrator a certification of the State's chief executive officer that:
    - (1) After consulting with the affected intercity bus service providers about the intercity bus needs of the State,
    - (2) The State's intercity bus service needs are being met adequately.

### **GROUP 19. JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM**

*You must select the following certifications and assurances in Group 19 if you apply on behalf of your Applicant for Job Access and Reverse Commute (JARC) Formula Grant funding, 49 U.S.C. 5316. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we*

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*strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

The following certifications and assurances apply to each Applicant for and subrecipient of funding under the Job Access and Reverse Commute (JARC) Formula Grant funding authorized under 49 U.S.C. 5316.

1. The Applicant certifies that:

a. As required by 49 U.S.C. 5316(d)(4), it will make awards of JARC funding on a competitive basis following:

(1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5316(c)(1)(A) (*see* 49 U.S.C. 5316(d)(1)), and

(2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), (*see* 49 U.S.C. 5316(d)(2)) and

b. As required by 49 U.S.C. 5316(f)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis,

c. As required by 49 U.S.C. 5316(g)(3):

(1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:

(a) Locally developed, and

(b) Coordinated,

(2) That locally developed, coordinated plan was produced through a process that included:

(a) Representatives of public, private, and nonprofit transportation providers,

(b) Representatives of public, private, and nonprofit human services providers, and

(c) Participation by the public, and

d. As required by 49 U.S.C. 5316(g)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services, and

e. As required by 49 U.S.C. 5316(c)(3), before using funds apportioned for projects serving an area other than that for which funding was apportioned under 49 U.S.C. 5316(c)(1)(B) or (C):

(1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of 49 U.S.C. 5316 are being met in the area from which the funding would be derived,

(2) If the State has a statewide program for meeting the JARC program objectives of 49 U.S.C. 5316, the funds can be used for projects anywhere in the State.

2. Under 49 U.S.C. 5316(f)(1), the requirements of 49 U.S.C. 5307 apply to the JARC Program, authorized under 49 U.S.C. 5316. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its proposed projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

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- b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,
- d. As required by 49 U.S.C. 5307(d)(1)(D), it and each subrecipient will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5316:
  - (1) Elderly individuals,
  - (2) Individuals with disabilities, or
  - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
- e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the JARC Program, 49 U.S.C. 5316, it will:
  - (1) Use competitive procurement (as defined or approved by FTA),
  - (2) Not use exclusionary or discriminatory specifications in its procurements,
  - (3) Comply with applicable Buy America laws,
  - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
  - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- f. As required by 49 U.S.C. 5307(d)(1)(F), it and each subrecipient has complied with or will comply with 49 U.S.C. 5307(c) because it:
  - (1) Has informed or will inform the public of the amount of its JARC Program funds available under 49 U.S.C. 5316, and the projects it proposes to undertake,
  - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
  - (3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
  - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
  - (5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
  - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
  - (7) Has made or will make the final list of projects available to the public,
- g. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
  - (1) Has or will have the amount of funds required for the local share,
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed,
- h. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:
  - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
    - (a) Maximize the safe, secure, and efficient mobility of people,
    - (b) Minimize environmental impacts, and
    - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,

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- (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
  - (a) Design public transportation for elderly individuals and individuals with disabilities, and
  - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
- (3) The requirements of 49 U.S.C. 5303 – 5306 for:
  - (a) Metropolitan and State Planning, and
  - (b) Private enterprise participation, and
- i. As required by 49 U.S.C. 5307(d)(1)(I), it and each subrecipient has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### GROUP 20. NEW FREEDOM PROGRAM

*You must select the following certifications and assurances in Group 20 if you apply on behalf of your Applicant for New Freedom Program funding, 49 U.S.C. 5317. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.*

1. The Applicant certifies that:
  - a. As required by 49 U.S.C. 5317(d)(4), it will make awards of New Freedom funding on a competitive basis following:
    - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5317(c)(1)(A) (*see* 49 U.S.C. 5317(d)(1)), and
    - (2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), (*see* 49 U.S.C. 5317(d)(2)),
  - b. As required by 49 U.S.C. 5317(e)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
  - c. As required by 49 U.S.C. 5317(f)(3):
    - (1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated,
    - (2) That locally developed, coordinated plan was produced through a process that included:
      - (a) Representatives of public, private, and nonprofit transportation providers,
      - (b) Representatives of human services public, private, and nonprofit providers, and
      - (c) Participation by the public, and
  - d. As required by 49 U.S.C. 5316(f)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services.

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2. As permitted by 49 U.S.C. 5317(e)(1), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5310 and 49 U.S.C. 5307 to be appropriate for the New Freedom Program, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

- a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:
  - (1) Legal capacity to carry out its proposed projects,
  - (2) Financial capacity to carry out its proposed projects,
  - (3) Technical capacity to carry out its proposed projects,
  - (4) Safety aspects of its proposed projects, and
  - (5) Security aspects of its proposed projects,
- b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,
- d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the New Freedom Program authorized by 49 U.S.C. 5317, it and each subrecipient will:
  - (1) Use competitive procurement (as defined or approved by FTA),
  - (2) Not use exclusionary or discriminatory specifications in its procurements,
  - (3) Comply with applicable Buy America laws, and
  - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
  - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:
  - (1) Has or will have the amount of funds required for the local share,
  - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
  - (3) Will provide the local share funds when needed, and
- f. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
  - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
    - (a) Maximize the safe, secure, and efficient mobility of people,
    - (b) Minimize environmental impacts, and
    - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
  - (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
    - (a) Design public transportation for elderly individuals and individuals with disabilities, and
    - (b) Provide public transportation for elderly individuals and individuals with disabilities, and
  - (3) The requirements of 49 U.S.C. 5303 – 5306 for:
    - (a) Metropolitan and State Planning, and
    - (b) Private enterprise participation.

### **GROUP 21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM**

*You must select the following certifications and assurances in Group 21 if you apply on behalf of your Applicant for Paul S. Sarbanes Transit in Parks Program (Parks Program) funding, 49 U.S.C. 5320.*

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The following certifications apply to each Applicant for funding under the Paul S. Sarbanes Transit in Parks Program (Parks Program) authorized under 49 U.S.C. 5320:

1. As required by 49 U.S.C. 5320(e)(D), the Applicant assures that it will consult with the appropriate Federal land management agency during the planning process.
2. As permitted by 49 U.S.C. 5320(i), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require certifications. Therefore as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:
  - a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
    - (1) Legal capacity to carry out its proposed projects,
    - (2) Financial capacity to carry out its proposed projects,
    - (3) Technical capacity to carry out its proposed projects,
    - (4) Safety aspects of its proposed projects, and
    - (5) Security aspects of its proposed projects,
  - b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
  - c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
  - d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Parks Program, 49 U.S.C. 5320, it will:
    - (1) Use competitive procurement (as defined or approved by FTA),
    - (2) Not use exclusionary or discriminatory specifications in its procurements,
    - (3) Comply with applicable Buy America laws, and
    - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
    - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
  - e. As required by 49 U.S.C. 5307(d)(1)(F) and 49 U.S.C. 5320(e)(2)(C), it has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it:
    - (1) Has made available, or will make available, to the public information on the amounts available for the Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake,
    - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed,
    - (3) Has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant,
    - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
    - (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
    - (6) Has made or will make the final list of projects available to the public,
  - f. As required by 49 U.S.C. 5307(d)(1)(G), it:
    - (1) Has or will have the amount of funds required for the local share,
    - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
    - (3) Will provide the local share funds when needed,
  - g. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:
    - (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

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- (a) Maximize the safe, secure, and efficient mobility of people,
- (b) Minimize environmental impacts, and
- (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
- (2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
  - (a) Design public transportation for elderly individuals and individuals with disabilities, and
  - (b) Provide public transportation for elderly individuals with disabilities, and
- (3) The requirements of 49 U.S.C. 5303 – 5306 for:
  - (a) Metropolitan and State Planning, and
  - (b) Private enterprise participation, and
- h. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### GROUP 22. TRIBAL TRANSIT PROGRAM

*You must select the following certifications and assurances in Group 22 if you apply on behalf of your Applicant for Tribal Transit Program funds, 49 U.S.C. 5311(c)(1).*

As permitted by 49 U.S.C. 5311(c)(1) the Federal Transit Administrator has established terms and conditions for direct grants funded under FTA's Tribal Transit Program authorized under 49 U.S.C. 5311(c)(1) for Indian tribal governments. To ensure compliance with those requirements, the Indian tribal government serving as the Applicant certifies and assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:
  - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
  - b. Carry out each project, including the:
    - (1) Safety aspects of its proposed projects, and
    - (2) Security aspects of its proposed projects,
2. It has or will have satisfactory continuing control over the use of project equipment and facilities,
3. The project equipment and facilities will be adequately maintained,
4. Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources,
5. It will:
  - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. part 18, specifically 49 CFR 18.36, or
  - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. It will comply with the certifications, assurances, and agreements in:
  - a. Group 08 (Bus Testing),
  - b. Group 09 (Charter Bus Agreement),
  - c. Group 10 (School Transportation Agreement),
  - d. Group 11 (Demand Responsive Service),
  - e. Group 12 (Alcohol Misuse and Prohibited Drug Use), and

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- f. Group 14 (National Intelligent Transportation Systems Architecture and Standards).

### GROUP 23. TIFIA PROJECTS

*You must select the following certifications and assurances in Group 23 if you apply on behalf of your Applicant for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6.*

The following certifications apply to each Applicant for funding under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. chapter 6:

1. Federal transit law, specifically 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5307. As required by 49 U.S.C. 5307(d)(1), the Applicant certifies that:
  - a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
    - (1) Legal capacity to carry out its proposed projects,
    - (2) Financial capacity to carry out its proposed projects,
    - (3) Technical capacity to carry out its projects,
    - (4) Safety aspects of its proposed projects, and
    - (5) Security aspects of its proposed projects,
  - b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
  - c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
  - d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:
    - (1) Elderly individuals,
    - (2) Individuals with disabilities, or
    - (3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
  - e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported with TIFIA funding under 23 U.S.C. chapter 6, it will:
    - (1) Use competitive procurement (as defined or approved by FTA),
    - (2) Not use exclusionary or discriminatory specifications in its procurements,
    - (3) Comply with applicable Buy America laws, and
    - (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
    - (5) Comply with the third party procurement requirements of 49 U.S.C. 5325,
  - f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied or will comply with 49 U.S.C. 5307(c) because it:
    - (1) Has informed or will inform the public of the amounts of its TIFIA credit assistance available under 23 U.S.C. chapter 6, and the projects it proposes to undertake,
    - (2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects it proposes to fund,
    - (3) Has published or will publish a list of its projects in a way that affected citizens,



## APPENDIX A

private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

(7) Has made or will make the final list of projects available to the public,

g. As required by 49 U.S.C. 5307(d)(1)(G), it:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

h. As required by 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303 – 5306

(a) Metropolitan and State Planning, and

(b) Private enterprise participation,

i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation,

j. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:

(1) Each fiscal year it will spend at least one (1) percent of its funding attributed to 49 U.S.C. 5307 for public transportation security projects, or

(2) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

(3) Public transportation security projects include:

(a) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

(b) Increased camera surveillance of an area in or adjacent to that system,

(c) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

(d) Any other project intended to increase the security and safety of an existing or planned public transportation, and

## APPENDIX A

k. As required by required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:

(1) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined at 49 U.S.C. 5302(a),

(2) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

(3) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

2. Federal transit law at 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5309. As required by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless:

- a. It is eligible to receive Federal funding for those expenses, and
- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

### **GROUP 24. DEPOSITS OF FEDERAL FINANCIAL FUNDING TO STATE INFRASTRUCTURE BANKS**

*We request that you select the following certifications and assurances in Group 24 if you apply for 49 U.S.C. chapter 53 funding on behalf of a State Applicant that intends to deposit the funding in a State Infrastructure Bank (SIB). Unless we determine otherwise in writing, the State Applicant itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in a project financed with our funds deposited in the SIB. Consequently, we encourage the Applicant to take appropriate measures to obtaining sufficient documents from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State Applicant has made.*

The following certifications apply to each Applicant for funding under the State Infrastructure Bank Program authorized under 23 U.S.C. 610. The State organization, serving as the Applicant for funding for its State Infrastructure Bank (SIB) Program, assures the agreement of both its SIB and each recipient of SIB funding (subrecipient) that each public transportation project financed with SIB funds will be administered in accordance with:

1. The applicable Federal laws establishing the various SIB programs since 1995:
  - a. Section 1602 of SAFETEA-LU, now codified in 23 U.S.C. 610, or
  - b. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
  - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. The Cooperative Agreement establishing the State's SIB program between:
  - a. The State Applicant and Federal parties (FHWA, FRA, and FTA), or
  - b. The State Applicant and Federal parties (FHWA and FTA),

## APPENDIX A

3. The Grant Agreement with the State Applicant that provides FTA funding for the SIB, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:

- a. Section 1602 of SAFETEA-LU, now codified in 23 U.S.C. 610,
- b. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or
- c. Federal guidance pertaining to the SIB Program,
- d. The Cooperative Agreement establishing the State's SIB Program, or
- e. The FTA Grant Agreement,

4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307 and 49 U.S.C. 5309, apply to any project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 608.). Therefore:

a. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), the Applicant certifies that:

- (1) As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
  - (a) Legal capacity to carry out its proposed projects,
  - (b) Financial capacity to carry out its proposed projects,
  - (c) Technical capacity to carry out its proposed projects,
  - (d) Safety aspects of its proposed projects, and
  - (e) Security aspects of its proposed projects,
- (2) As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,
- (3) As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,
- (4) As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:
  - (a) Elderly individuals,
  - (b) Individuals with disabilities, or
  - (c) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
- (5) As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported by the SIB program, 23 U.S.C. 610, it will:
  - (a) Use competitive procurement (as defined or approved by FTA),
  - (b) Not use exclusionary or discriminatory specifications in its procurements,
  - (c) Comply with applicable Buy America laws, and
  - (d) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
  - (e) Comply with the third party procurement requirements of 49 U.S.C. 5325,
- (6) As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply 49 U.S.C. 5307(c) because it:
  - (a) Has informed or will inform the public of the amounts of its SIB funding under 23 U.S.C. 610, and the projects it proposes to undertake,
  - (b) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
  - (c) Has published or will publish a list of its projects in a way that affected citizens,

## APPENDIX A

private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(d) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(e) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(f) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

(g) Has made or will make the final list of projects available to the public,

(7) As required by 49 U.S.C. 5307(d)(1)(G), it:

(a) Has or will have the amount of funds required for the local share,

(b) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(c) Will provide the local share funds when needed,

(8) As required by 49 U.S.C. 5307(d)(1)(H); the Applicant will comply with:

(a) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

1 Maximize the safe, secure, and efficient mobility of people,

2 Minimize environmental impacts, and

3 Minimize transportation-related fuel consumption and reliance on foreign oil,

(b) The requirements of 49 U.S.C. 5301(d) for special efforts to:

1 Design public transportation for elderly individuals and individuals with disabilities, and

2 Provide public transportation for elderly individuals and individuals with disabilities, and

(c) The requirements of 49 U.S.C. 5303 – 5306 for:

1 Metropolitan and State Planning, and

2 Private enterprise participation,

(9) As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(a) Raising a fare, or

(b) Implementing a major reduction of public transportation,

(10) As required by 49 U.S.C. 5307(d)(1)(J), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:

(a) Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects, or

(b) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

(c) Public transportation security projects include:

1 Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

2 Increased camera surveillance of an area in or adjacent to that system,

3 Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

4 Any other project intended to increase the security and safety of an existing or planned public transportation project, and

## APPENDIX A

(11) As required by 49 U.S.C. 5307(d)(1)(K), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:

(a) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),

(b) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

(c) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

b. To comply with 49 U.S.C. 5309, specifically 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless:

(1) It is eligible to receive Federal funding for those expenses, and

(2) Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

3. Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

*Selection and Signature Page(s) follow.*

Sandra J. DePerno  
County Clerk

Diane B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa

Brenda Breen  
Patricia Ferrone  
Lynarda J. Girmonde  
Mary Bowee

## CLERK OF ONEIDA COUNTY

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

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

January 30, 2012

FN 20 12 - 084

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

### GOVERNMENT OPERATIONS WAYS & MEANS

Dear County Executive Picente:

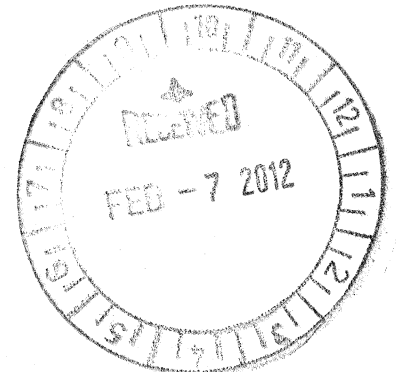
Attached for your review is a contract between Info Quick Solutions Inc. and the Oneida County Clerk's Office. Our current contract with Info Quick Solutions Inc. expires on February 28, 2012, this is a new five year contract. This system, currently in use in the Clerk's Office houses the searchable database of property information, civil court filings and all other records that are kept in the Clerk's Office.

This system is also fully Web enabled, and this company has developed technological advancements to progress the County Clerk's Office into the future with the upcoming process of e-filing and e-recording of our records.

Respectfully submitted,

Sandra J. DePerno  
Oneida County Clerk

Cc: Kimberly Flint, Contract Administration  
Thomas Keeler, Budget Director



Oneida Co. Department: County clerk \_\_\_\_\_

Competing Proposal

Only Respondent   x    
Sole Source RFP \_\_\_\_\_

ONEIDA COUNTY BOARD  
OF LEGISLATORS

**Name of Proposing Organization:**

Info Quick Solutions Inc.

**Title of Activity or Service:**

Lease of Computer Equipment/Service

**Proposed Dates of Operation:**

3/1/2012 – 2/28/2017

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

All of Oneida County & Web service

**Summary Statements**

**1) Narrative Description of Proposed Services**

See attached contract.

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

See attached contract.

**3) Program Design and Staffing**

See attached contract. Staffing by County Clerk personnel.

Total Funding Requested: \$852,000.00

Account #

A1410.4951

**Oneida County Dept. Funding Recommendation:**

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

**Cost Per Client Served:**

**Past Performance Data:**

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

## **AGREEMENT FOR INTEGRATED RECORDS MANAGEMENT SYSTEM**

This agreement is made on \_\_\_\_\_ between the County of Oneida ("County"), a municipal corporation with offices at the 800 Park Avenue, Utica, NY 13501 and Info Quick Solutions, Inc., 7460 Morgan Road, Liverpool, NY, 13090 ("Contractor").

### **1. SERVICES**

The Contractor shall perform the services as described in the attached proposal dated January 17, 2012. This proposal was accepted as meeting the terms of Oneida County RFP #2012-075.

### **2. PAYMENTS**

The County shall pay the Contractor a total not to exceed \$14,200.00 per month for a period of sixty (60) months. Unless specifically agreed otherwise, payment shall be made after (i) submission to the Oneida County Clerk, by the Contractor of a voucher (vouchers may be submitted monthly) prepared on a duly certified County form itemizing the services and the charges therefore and (ii) approval of the voucher by said County Clerk and audit by the County.

Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor or shall be reimbursed to the County by the Contractor on demand.

### **3. REPRESENTATIONS OF CONTRACTOR**

The Contractor represents and warrants to the County that the Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform the services specified in this agreement; that the Contractor has not been convicted of a crime under the laws of the United States or of any state; that the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government; that no officer or employee of the County has an interest in this agreement which would disqualify the Contractor from performing this agreement and receiving payment therefore; that the Contractor's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

### **4. APPROPRIATIONS**

If this agreement is funded by a grant or contract between the County and the State or Federal governments or is otherwise subject to legislative appropriation, the County shall not be liable beyond the funds authorized by such legislation or provided by the County, State or Federal governments. In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination. The County shall remain liable for all charges and expenses incurred prior to the date of termination of funds. If funding is reduced below the level authorized by the County and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the County to the Contractor.

### **5. AUDIT**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this



agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

**6. INSURANCE**

The Contractor shall, at its own expense, maintain in full force and effect during the term of this agreement policies providing at least the following minimum insurance coverage amounts:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation and Disability Benefits	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owned)	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	
Commercial General Liability, including broad form contractual liability, products/completed operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Contractor and not those of the County. The Contractor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 6. The provision of insurance by the Contractor shall not in any way limit the Contractor's liability under this agreement. The Contractor shall attach to these agreement certificates of insurance evidencing the Contractor's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days' prior written notice to the County, directed to the County's Commissioner of Finance, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Contractor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- B. The Contractor will maintain similar insurance for at least five (5) years following final acceptance of the services;
- C. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- D. Immediate notice shall be given to the County through the County's Commissioner of Finance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- E. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

## **7. INDEMNIFICATION**

Each party agrees to indemnify and hold the other harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which the indemnified party may become subject in connection with this engagement as a result of the indemnifying party's negligence. The obligation for indemnification and reimbursement shall extend to any controlling person of the other party, including any director, officer, employee, subcontractor, affiliate or agent.

## **8. MONITORING OF PERFORMANCE**

The County shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of the Contractor's records and agrees to provide to or permit the County to obtain copies of any documents relating to the performance of this agreement. The Contractor shall maintain all records required by this paragraph for seven years after the date this agreement is terminated or ends.

## **9. ASSIGNMENT AND SUBCONTRACTING**

This agreement is binding on the heirs, successors, and assigns of the parties. The Contractor shall not assign any of its rights, interests, or obligations under this agreement, or subcontract any of the services to be performed by it under this agreement, without the prior express written consent of the County.

## **10. INDEPENDENT CONTRACTOR**

The Contractor agrees that its relationship to the County is that of an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason of this agreement, and that they will not, by reason of this agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. It shall not act as agent, or be an agent, of the County. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Contractor's personnel engaged in the performance of the services. However, if any personnel of the Contractor act in a manner that is detrimental to the County, the County may require the Contractor to remove or replace such personnel with respect to the performance of services under this agreement.

## **11. DEFAULT**

The Contractor shall be in default upon (i) its failure to comply with any term or condition of this agreement; (ii) the filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency; (iii) its failure to comply with any statute or regulation applicable to the performance of this agreement; (iv) the determination that any

representation or certification made under this agreement is untrue; (v) failure to maintain adequate insurance; (vi) failure to maintain adequate books and records.

If the Contractor defaults, the County may at its option (i) terminate this agreement; (ii) recover counsel fees and all costs incurred to enforce this agreement; (iii) obtain replacement goods or services and hold the Contractor responsible for the replacement costs or expenses; (iv) pursue such other remedies as may be available under law or this agreement. These remedies are cumulative.

## **12. TERMINATION**

The County may, by written notice to the Contractor effective upon delivery pursuant to the notification terms in Section 14 below, terminate this agreement at any time upon the Contractor's default. Either party may terminate this agreement without cause by giving 30 days' written notice to the other party.

Upon termination of this agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to (1) accounting for and refunding to the County within 30 days, any unexpended funds which have been paid to the Contractor pursuant to this agreement, (2) not incur any further obligations pursuant to this agreement after the termination date; (3) submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and (4) furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by the Contractor through or provided under this agreement, and carrying out any County directive concerning the disposition thereof.

If the County terminates this agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the County to complete the services herein will be charged to the Contractor and/or set off against any sums due the Contractor.

Notwithstanding any other provisions of this agreement, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

## **13. MODIFICATION**

This agreement may be modified only by a writing signed by both parties.

## **14. NOTICES**

All notices required by this agreement shall be sent to the addresses set forth above. Notices by the Contractor shall be addressed to the County Clerk, with a copy to the Oneida County Attorney. Notices shall be personally delivered or mailed by certified mail, return receipt requested. The parties may give written notice of a change of address. Notices may be given by facsimile transmission, provided that notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission.

## **15. NON-DISCRIMINATION**

The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement. The Contractor assures the County of Oneida that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

**EQUAL EMPLOYMENT OPPORTUNITY  
POLICY STATEMENT**

The County of Oneida will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Oneida County facilities on a non-discriminatory basis.

Oneida County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

**16. GOVERNING LAW**

This agreement shall be governed by the laws of the State of New York. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Oneida County.


**17. AUTHORIZATION**

This agreement is authorized by Resolution No. \_\_\_\_\_ adopted by the Oneida County Legislature on \_\_\_\_\_.

COUNTY OF ONEIDA

CONTRACTOR

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

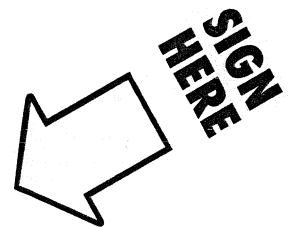
\_\_\_\_\_  
  
Bernard J. Owens  
President

DATE

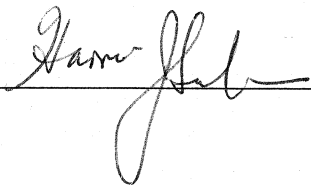
DATE

\_\_\_\_\_

\_\_\_\_\_  
1-25-2012



APPROVED AS TO FORM  
ONEIDA COUNTY ATTORNEY

\_\_\_\_\_  




January 17, 2012

Hon. Sandra J. DePerno  
County Clerk  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

Dear Ms. DePerno:

Info Quick Solutions (IQS) is pleased to respond to RFP # 2012-075 (Integrated Records Management System for Oneida County Clerk's Office).

IQS proposes a turnkey solution employing the most current technologies available that will offer Oneida County an integrated records management solution. Our proposed solution is user friendly and easily adaptable to maximize workflow and office productivity.

We understand the workings of the County Clerk's Office and are in agreement with the scope of services and all other requirements as set forth in this RFP. Our solution meets the requirements as set forth in this RFP and has no exceptions.

Please forward all correspondence regarding this proposal to Brian Owens at the contact information below.


Name: Brian Owens Phone: 800.320.2617, 315.546.4984 (Cell)  
Address: 7460 Morgan Road Fax: 315.463.6202  
Liverpool, NY 13090

E-mail: [briano@iqsworks.com](mailto:briano@iqsworks.com)

Web: [www.iqsworks.com](http://www.iqsworks.com)

Thank you for the opportunity to respond to your RFP and we look forward to your decision. All quoted pricing will remain in effect for 90 days from the date the RFP is opened.

Sincerely,

  
Bernard J. Owens  
President



## Executive Summary

### *System Overview*

The proposed system, **Solution**, is a multi tier application designed using Microsoft .Net technologies. The application logic resides in modules that are independent of both the database and the user interface. This architecture allows functionality to be delivered to both Windows desktop clients and intranet/internet Web clients.

The application security model uses a familiar users and groups structure. User access to screens and/or specific functions on a screen is easily controlled within the system. Sealed documents require users to have additional security credentials. Optionally, public terminals may logon to the system without the need to supply user name and password.

The system requires login ID and password for access. Security levels are controlled by the system administrator through the use of the Administrative interface within the program. Passwords may be set with a variety of controls such as password expiration, lockout after unsuccessful logins, etc. Various access levels are granted for processing rights such as scanning, indexing, cashiering, reporting, and searching. Additional access levels are granted for supervisory functions such as voiding, revising/editing transactions, rescanning, deleting records, etc. The system maintains extensive audit logs which record all modifications made to transactions and the administrative tables. Desktop items, keyboard shortcuts, and applications can be disabled, preventing public users from the unauthorized use of programs on the public terminals.

### *Workflow*

Scanning of documents is allowed at any time during the workflow. In process documents or document types may be routed or rerouted to any particular user or group. Administrators may easily identify the current status of all documents.

### *Data Entry*

Data entry screens are optimized for efficiency and accuracy. Where appropriate, data fields have auto-fill or select lists to minimize keystrokes. Repeated data may be carried over from one screen to the next, from one document to the next, or held in a clipboard ring. Validation and auto-cleanup rules may be applied to fields to ensure consistency of data. Document screens automatically reconfigure to show fields specific to the current document.

### *Index Verification*

Solution contains a blind key, sight key, or combination verification modules whereby users retrieve previously indexed documents and key them from the document images. Once completed, the program guides the user



through a series of steps whereby the 2 indexed datasets are compared for accuracy. Discrepancies are flagged and the user is able to either select one of the entries or enter another entry altogether. The system also supports a sight verification process.

### ***Reporting***

The application uses Crystal Reports as the main report engine. Reports may be printed or exported in several formats including Microsoft Word, Excel, ASCII and PDF. The Report Explorer module categorizes and displays the authorized reports for each user.

Any number of reports may be defined. Reports may be added or removed at any time. Easy to use, user defined filters allow any report to show the desired range or subset of data.

### ***Fees***

Fee formulas may be configured for document groups or for an individual document type. Fee line items may be exempted or overridden. Pricing for fees (i.e. cost per page, per name, etc) is easily changed by an authorized user. Receipts print any desired level of detail.

### ***Public Printing***

Escrow accounts may be setup for frequent customers. This allows charges to be deducted and print copies to be directed to public printers. Printing for the general public can be directed to a printer behind the counter so that copies can be certified or cash fees collected.

IQS is also able to integrate a number of print control products that currently exist in the County.

### ***Microfilm Archive***

Additions or changes to document images are logged by the system. These modified images may be categorized, sorted and exported for microfilm processing. Microfilm remains the standard archival medium for permanent records. The proposed system supports an automated method to prepare scanned images for conversion to archival microfilm. IQS has converted millions of pages of digital images to microfilm and has developed proven methods to ensure that all data is successfully captured.

### ***Web Access***

The system includes an internet access component. Images and data from the County's in-house production server are replicated and stored on a separate server which is housed and maintained at our Liverpool, NY facility. IQS provides all customer support and web maintenance. Additionally, the facility contains an automatic natural gas generator in the event of a power failure.

### ***ERecording***

The system supports ERecording.



*Training/Support/Licensing*

Unlimited training, support, and licensing will be provided throughout the contract period at no additional cost to the County.

*Hardware*

IQS installs name brand, high quality equipment such as HP and Fujitsu. IQS does not, as a rule, list specific model numbers since they frequently change. IQS will meet or exceed the minimum current configuration. Also, if the need should arise for additional equipment in the future, IQS will install the equipment at no cost to the county.





## Company Background

Info Quick Solutions, Inc. (IQS) is a privately held New York State Corporation specializing in records management services. IQS was incorporated in 1999. Its founder, Bernie Owens, has over 30 years experience in the records management field. Before starting IQS, Mr. Owens was the president of the largest land records services provider in the United States. He has overseen numerous industry innovations and improvements throughout his career.

IQS currently provides a wide range of records management solutions to municipalities of all sizes in New York, Pennsylvania, Connecticut, Maine, and New Jersey. IQS has successfully managed numerous projects, using micrographics, imaging, and indexing to develop the most cost effective, creative, and practical records management solutions for our customers.

IQS currently employs approximately 65 individuals, representing many years experience in the records management field. In order to accommodate its growth, IQS purchased a new facility in 2006, doubling its space. Facility operations include a state of the art microfilming and imaging lab, indexing department, support center, computer programming staff, and data center. IQS continues to grow and increase both the depth and breadth of services in response to customers' needs and the desire to develop new and innovative approaches.

In 2006, IQS launched its Land Records Management System, Solution. Since then, we have successfully completed 28 installations, including 17 in New York, making us the largest land records company in the state.



## **Client References**

### **Saratoga County, NY**

Hon. Kathleen Marchione  
Saratoga County Clerk  
40 McMaster St  
Ballston Spa, NY 12020  
Ph: (518) 885-2213 x 4420  
Turnkey Recording System Installed 11/06

### **Niagara County, NY**

Wayne F Jagow, Niagara County Clerk  
175 Hawley St  
Lockport, New York 14095-9461  
Ph: 716-439-7022  
Turnkey Recording System Installed 1/09

### **Madison County, NY**

Kenneth J Kunkel, Jr., Madison County Clerk  
P O Box 668  
Wampsville, New York 13163  
Ph: 315-366-2261  
Turnkey Recording System Installed 3/09



## *Project Scope*

### *A. Proposed System Hardware:*

*The proposed system must meet as a minimum the current system configuration and the below proposed system capabilities.*

IQS agrees with this statement

### *B. Proposed System Capabilities:*

- 1. Document Number: The primary logical index will be in the document number consisting of a sequential number throughout the year. The system must automatically increment the number of each new document and assign the correct day and time of day for each document recorded. State how the proposed system will index the documents and state whether indexing can be performed at the front counter at the time of capturing fees.*

The proposed system uses the document reception number as the primary logical index. The proposed system automatically assigns the next document reception number for each new recording, as well as the current time of day. The next assigned document reception number is based on the last system-assigned document reception number and is incremented by one for each new recording. Additionally, the system supports multiple “books” (e.g., Deed, Mortgage, Miscellaneous Index, Marriage, UCC etc.) and is capable of maintaining a separate series of document numbers for each book. Again within each series, the system will automatically assign the next document number by keeping track of the last system-assigned number and incrementing that number by one for each new recording. IQS’ Solution was designed with the flexibility to allow indexing at the front counter, if desired.

- 2. Document Number Override: The system should have the capability to override the primary logical index with a user-entered number, which then becomes the new incremental number. State the capability of the proposed system to allow the County to override the primary logical index.*

Liber and page numbers can be overridden through the “Corrections” screen by users with the appropriate security level.

- 3. Index Capabilities: Ideally the system should have the ability to define and maintain multiple logical (report) and physical (image) indices on the stored documents. Describe the system’s indexing capabilities.*

Unlike traditional indexing systems, indexes are built in such a way that virtually every piece of data entered on the reception book screen is searchable, all from a single screen – offering extremely powerful “query by form” capabilities unsurpassed by any other recording system! Information can be entered into any or all fields and then, using Boolean AND’ing and OR’ing, the search is executed in a single pass through the database, with the results being as broad or as specific as desired. A partial list of the fields on the reception book screen is as follows: grantors, grantees, return address, recording date, document date, number of pages, recording fee, document type, legal description, remarks, subdivision, lot, block, track, section, township, range, etc. If the



user has printing capability, the results of any search can be printed in grantor, grantee, or reception number format, or the scanned documents can be batch or individually printed. Each recording can have unlimited grantors, unlimited grantees, unlimited notes, unlimited lines of legal description, etc., any and all of which are searchable. In addition, wildcard characters can be used in any field to further expand searching capabilities.

4. *Retrieval: Upon retrieval of a specified batch, the system software should automatically retrieve and hold onto storage subsequent pages of the image, so as to provide a 20 second maximum response on all of the following pages. Describe in detail how this function is performed on the proposed system.*

As proposed, all images will be stored on magnetic disk. Accordingly, any and all pages will be retrieved and displayed in less than 5 seconds.

5. *Paging: The system must provide the capability to easily browse next page, previous page, next document, etc. Describe in detail how this function is performed on the proposed system.*

How the images are displayed and browsed is dependent upon the display format selected by the user. In View Document Display, all the pages of the document are displayed simultaneously, each page appearing in its own "window." The user can focus on one screen at a time and enlarge the image, print the image, or print the entire document (all associated images). In side-by-side display, the index information remains on the right side of the screen, and the images are displayed, one page at a time, on the left side of the screen. Buttons are available for the user to easily browse forward and back through all pages of the document, go to a specific page of a document and/or move to the next, previous, first or last document in the query result set. Again, the user can always focus on one page at a time, enlarge the image for viewing, and can print a specific page(s) or can print the entire document. Buttons are also available for browsing first, next, last and previous documents.

6. *Magnification: The system should provide a zoom capability to magnify a document. Describe the capability as it relates to changing the magnification of a document.*

When an image is being viewed, the user has several options for magnifying the image or portions of the image on the screen. First, the user can "rubber band" (draw a box) around a portion of the image and click the right mouse button to magnify that portion. The smaller the rubber band, the larger the magnification. For example, if a rubber band was drawn around one word, focus would be brought to that word and that word and the surrounding portions of the image would be magnified to fill the screen. Additionally, the user can magnify to actual size (i.e., pixel for pixel), 25%, 50%, fill the window, fit in window, etc.

7. *Image Enhancement The system should allow the operator to enhance images for greater clarity. The system should allow for adjustment of sharpness, contrast, resolution and reverse image. State the image enhancement features of the proposed system.*

Most of these adjustments are available at the scanning workstation when the image is being captured. At the scanning workstation, the operator can change the settings on the scanner to adjust the resolution (200-400 dpi), density (light-dark) at which a document is scanned, and/or toned. For example, for a document that is too light or too dark or where the text is illegible, the operator may set the resolution higher and adjust the density to compensate.



For purposes of viewing, the operator can always zoom, scale, and rotate the document, enhance vertical and/or horizontal black, and change the bitsex (reverse image). However, in the same way that the Clerk's office would not alter the photocopy or microfilmed image of the recorded document, there is no way for the image itself to be "altered" once it has been scanned. If the operator feels that the image is not acceptable when scanned, then the resolution and density can be adjusted and the document can be rescanned.

8. *Image Format: The system should store the images in an industry standard, non-proprietary format. This format should compress the images for efficient disk utilization without loss of data due to the compression.*

The system proposed herein, stores images as industry standard, nonproprietary TIFF files with Group 4 compression.

CCITT Group 4 compression/decompression is industry standard and is provided through use of KOFAX document processing hardware and software, which provide on-board imaging functions such as scanner control, printer control, compression and decompression, scaling, and rotation. The proposed system stores images in compressed format. The CCITT Group 4 format assures that images distributed to title companies, for example, can be viewed and printed using inexpensive off-the-shelf software.

9. *Image Dimension: Source Documents can range in size from a minimum of 8.5" x 11" to 8.5" x 14". Describe how this will be accomplished and how it will integrate into the daily workflow. Provide option for imaging other sizes of documents.*

As proposed herein, the scanning stations are fully equipped with Fujitsu scanners that will accept and scan standard letter and legal sized documents via the automatic document feeder (ADF) or the integrated flatbed. The flatbed scanner can accept and scan documents up to 11.7" x 17". All documents scanned at the scanning stations can be immediately indexed and/or are searchable, depending on the workflow procedures established by the Clerk Offices.

10. *Printing: The system must have the capability to print an image to a laser printer with previously viewing it on a workstation.*

Any user (with security to print) can print an image to a laser printer without first viewing it on the workstation.

11. *System Reports: Describe any reports and reporting capabilities that are delivered with the proposed system.*

The proposed system uses Crystal Reports. In addition to the standard cash reports and State required reports, IQS will develop any necessary custom reports at no additional fee.

12. *Batch Processing: The proposed system must have the ability to scan, index and commit individual batches of one or more pages. State whether the system is capable of keeping track of multiple batches automatically.*



The proposed system has the ability to scan, index, and commit single and multi-page documents and keeps track of multi-page documents automatically. In addition, the system provides the ability to batch scan and batch identify documents using bar code recognition.

- 13. Simultaneous Processing: The system must have the ability to scan, index and commit documents to one storage medium from different workstations simultaneously. Describe the system's indexing and commitment process.*

The proposed system is a true multi-user client/server system. All concurrent users are able to index and commit documents to permanent media, simultaneously. Any number of scanning workstations can be scanning documents simultaneously. Retrieval and indexing workstations are all able to search and/or to commit index data to permanent media, simultaneously. The system always assigns the "next" available reception number, based on the document type. Database "commits" to the SQL RDBMS is handled both explicitly and implicitly.

- 14. Flexible Scanning: The system should accommodate document scanning either at the front counter or at a later point. Please describe the system's ability to scan at various points in the workflow process.*

The system takes a flexible approach to scanning. Individual scanning may be performed during any point in the workflow on any workstation. When to scan a document is dynamically determined. The system also contains a batch-scanning module whereby an operator may scan multiple documents at one time. Images are automatically attached to the correct instrument numbers by reading the barcode, which is electronically affixed to the cover page. Batch scanning may be used for both land and court documents.

- 15. Resolution: The scanners should allow for adjustable resolution of the scanned image by the operator. Describe the scanner quality and adjustable range.*

Scanner resolution may be adjusted by the operator from 200dpi to grayscale. 200-300 dpi is recommended due to space considerations.

- 16. Image Quality Adjustment: Ideally, the scanner operator should be able to correct poor image quality by adjusting size, position, contrast, focus, resolution, etc. State the operator controlled image enhancement features provided by the proposed system.*

At the scanning workstation, the operator can change the settings on the scanner to adjust the resolution, density (light-dark) at which a document is scanned, and/or tone. For example, for a document that is too light or too dark or where the text is illegible, the operator may set the resolution higher and adjust the density to compensate. Users may also rotate the image.

- 17. Applications: State how images can be used by other applications on the proposed hardware and/or other applications on other hardware.*

Images are stored in TIFF-IV format. The format is non-proprietary and may be used by any application capable of working with this file type.



18. *Security: The system must provide for password-only access to the system. There should be various levels of security to be designed by the system administrator. Describe the security levels of the proposed system.*

The proposed system is designed with multiple security levels that are assigned to users at both the system software level and the application software level. Users must enter their password to login. The application supervisor will assign a security level to each user of the system. This security level will be checked as soon as the user logs onto the network. There are four (4) levels of security as follows:

Level 1, Inquiry without Printing. This level would also be used for public access. Again, data cannot be added, modified or deleted. The Level 1 user will only have access to verified recordings and associated images. No printing will be allowed.

Level 2, Inquiry with Printing. This level would be used for public access. Data cannot be added, modified or deleted. The Level 2 user will only be able to access recordings and associated images that have been verified and can print result sets and images.

Level 3, Data Entry. At this level, all daily recording functions are allowed. The data entry user can change the document reception number, delete or update records that have not yet been verified, can scan documents (from a scanning workstation), print any document or report, and define and run any user-defined report. A data entry user can advance the proofing date, but cannot set it backward.

Level 4, Supervisor. The supervisor can access all files in the database. Only the supervisor is allowed to update or delete a recording or image older than the proofing date. The supervisor has access to all of the fields in the external tables.

19. *System Backup: The image database and indices residing on a fixed disk drive must be regularly backed up in some manner. The backup of data must not require constant attention by a systems operator. Please state how the system backup will be accomplished. Describe the software used, system availability during backup, any operator intervention or assistance required, and file reorganization capabilities.*

A complete backup of data and images occurs on a nightly basis via high-speed lines. Backups are housed at our data center in Liverpool, NY. No operator intervention is required.

20. *Backup Features: Provide a summary of the proposed system's backup features and options.*

In addition to the backup described above, the County may choose to conduct its own tape backup. This step, however, is not necessary.



*21. Power Outages: The image server and scanning and indexing stations must be protected from fluctuations in current, including power outages. In such situations, the system must provide for safe shutdowns. Describe the software required and the time needed for a safe shutdown of the proposed system.*

To provide protection and allow for the “graceful shutdown” of the system, adequate battery backup units have been proposed for the server and each scanning and cashing workstation. In addition, surge sentries are included for every workstation and printer. The battery backup units provide at least twenty (20) minutes of uninterrupted backup power, allowing for the “graceful shutdown” of the network. Additional software that provides for the safe, automatic shutdown of the servers, whether an operator is present or not, has also been included. This software automatically sends update and error messages to affected on-line users to include: failures, low battery, power return, or battery time expired. The software writes power disturbance notification to standard server error logs, as an easy way to document power problems.

*22. Data Loss: The proposed system must provide for protection against loss of data or images due to power surges or outages. Describe how this is to be accomplished.*

Please refer to #21 above.

*23. Archiving: Describe the archiving features of the proposed system.*

The system incorporates many methods to ensure a complete backup and full data recovery in the event of either a human created or natural disaster.

All data and images are backed up on a nightly basis via a high-speed Internet connection. The process does not require constant attention by the systems operator.

The image server, scanning, and indexing stations must be protected from fluctuations in current, including power outages. IQS also recommends Uninterrupted Power System (UPS) devices for each mission critical workstation assuring a safe shutdown, preventing data loss.

Data loss is further prevented because the system automatically saves all data and images on the server immediately after the user scans an image or completes index information. The database and image servers are configured to run RAID 5 to ensure system continuance should a hard drive fail.

Finally, all images are written to archival microfilm. IQS has developed proprietary methods to ensure that all images are written to microfilm, including back scans and rescans.

*24. Proprietary: Describe any hardware and software that does not conform to open industry standards*

All system components conform to open standards.





25. *Cashiering of Documents: Ideally, the proposed system should allow for adjustments of the workflow regarding how documents are receipted and fees and money are handled.*

The system does not dictate workflow. Rather, as an application, it allows the Clerk offices to dictate the vast majority of workflow. For example, the system will allow for the assignment of reception numbers, recording, indexing, receipting and scanning all to be completed as one step; or, will also allow the assignment of only the reception number and generation of a receipt and documents labels as one step – with indexing, scanning and verification as subsequent steps.

26. *Document Numbers: The cashiering system must automatically assign the next document number to each indexed document. Describe the system's document numbering capabilities.*

The system supports both liber/page and instrument numbering.

27. *Clerk Identification: The system should require that a clerk enter an identification code for audit and tracking purposes. State whether the proposed system tracks users for audit and tracking purposes.*

The system tracks user system activity via user code.

28. *Fees: The system must automatically calculate the appropriate fee for each document when the clerk enters the document type. The fee amount for a document must be able to be overwritten, allowing exceptions to the typical document fee to be charged. Documents with no filing fee must be allowed to be entered.*

The proposed system supports a variety of document recording fee structures, all of which are established and maintained within user-defined tables.

29. *Receipting Functions: Receipting functions should be provided both as an integrated function and for use at the counter. The proposed system should calculate the total amount due and generate a receipt. End of day reports should be available for printing for each recording and should have the subtotal for the various functions. The receipting function should also account for and distribute funds to appropriate government entities as per formulas setup by the County.*

Receipting functions are provided both as an integrated function of recording and for use at the counter, for example, to handle non-recording related items such as issuing a generic receipt for copies and other miscellaneous items. The proposed system will calculate the total amount due and will generate a receipt for all recorded documents. EOD (end of day) cash reports can be printed in detail for each recording or subtotaled by user-defined account number. The system also generates all reports for the distribution of funds to appropriate government entities.



30. *Tables: Cashiering software must include table to limit the amount of data entry required, including the receipts generated by the system.*

The proposed system's "cashiering" function is part of the overall system's recording functions, and is not a separate piece of software. The entire system is largely table and parameter driven. Tables that are related to "cashiering" are the document code/description, recording fees, and title company name and address information. Also through user-maintainable tables, the proposed system supports different document recording fees based on document type. In fact, through tables, one fee can be charged to record the first page of a document, and a different fee can be charged to record subsequent pages of a document.

31. *Receipts: System must generate detailed receipts, which include all pertinent information. Describe the receipts generated by the proposed system.*

Receipting functions are provided both as an integrated function of recording and for use at the counter, for example, to handle non-recording related items such as issuing a generic receipt for copies and other miscellaneous items. The proposed system will calculate the total amount due and will generate a receipt for all recorded documents. EOD (end of day) cash reports can be printed in detail for each recording or subtotaled by user-defined account number.

32. *Cover or Reporting Page: System must generate such a page that details certain information about the recording of a document.*

The proposed system automatically generates a cover page. The information detailed on the page may be customized to meet the County's specific needs.

33. *Bar Coding: The proposed system must have the ability to generate bar coding at the County Clerk's preference for either the cover page only, or for every page.*

The proposed system has this ability.

34. *Reports: Reports are to include daily, monthly and annual reporting statistics. Describe the reports supplied with the proposed system and your ability to write custom reports in order to make them available at the time of installation.*

The application uses Crystal Reports as the main report engine. Reports may be printed or exported in several formats including Microsoft Word, Excel, ASCII and PDF. Any number of reports may be defined. Reports may be added or removed at any time. Easy to use, user defined filters allow any report to show the desired range or subset of data.

35. *Names: Software should allow an unlimited number of entries per document, as well as the various types of legal description. Describe the limits of the system to associate grantor/grantee and legal description information with a document.*



The proposed system supports an unlimited number of grantors and grantees per reception. The system also provides for an unlimited number of notes, an unlimited number of lines of legal description, an unlimited number of related recordings, an unlimited number of released recordings, etc.

*36. Redacting Technology: Describe how the system will use redacting technology for such things as automatic social security number removal or other sensitive information as needed.*

The proposed system enables users to selectively redact information. The un-redacted image can remain the official record. All redacted images are displayed to the public in a redacted form. Staff users may view un-redacted images.

*37. Other Indexing Features: Describe how the system will use other indexing enhancements such as copy names feature, same as name feature and other related document or indexed field information.*

Data entry screens are optimized for efficiency and accuracy. Where appropriate, data fields have auto-fill or select lists to minimize keystrokes. Repeated data may be carried over from one screen to the next, from one document to the next, reversed, or held in a clipboard ring. This is accomplished by utilizing various simple key combinations.

*38. Tables: Software must allow users to specify how the data are to be sorted. The staff must have the capability to sort at least by name, document type or date. Specify how documents can be sorted and viewed. The system should also enable the user to save the document or selected range of documents on a CD or other electronic medium. Describe the system's capability of selecting, sorting and saving index information and their associated documents.*

Several methods or levels of user-defined queries are available. The most widely used method of query will be performed from the main reception book screen where data can be entered (complete or partial) in any field or combination of fields to query the database. This would likely be the most popular database query method and the only method used by the public. A second level of query is available through the user-defined reporting module included with the proposed system. User-defined reports can be sorted by any field and templates for the reports can be saved for subsequent execution as desired.

*39. Processing: The system must be a batch entry process that would necessitate the County to bundle documents and index them sequentially. Describe the document processing capabilities of the system.*

The proposed system is a real-time recording, indexing and imaging system. Batch scanning is but one of many features, and is not a required step in the recording process. Upon entry of a document, the system will assign the next document reception number, date and time stamp and calculate the recording fee based on the document type. The clerk can then enter as much or as little additional index information as is desired, optionally generate a receipt, document labels, and/or return mail labels. Whatever steps are not taken at the time the document is presented for recording, can be completed at a later time. Similarly, all steps can be completed at the time the document is received across the counter, so that the original can be handed back, immediately. Again, IQS does not dictate procedure.



40. *Format: Ideally, the indexed data should be displayed in one-line per document format, showing at a minimum, the name, type of document, date, associated images and number of pages. The software should allow for individual lines to be selected to display more detailed information on the screen or be routed to a printer. Describe the format in which records are to be displayed and selected.*

The system utilizes two types of displays for the results of queries. In some places, the results are displayed in a list format, and the user can simply point at the desired record. In other cases, the result set is returned with all of the data from the first record of the set being displayed. In this case, buttons are provided for the user to browse through the records, such as first, last, next, prior, etc. If the user is in side-by-side mode, the document associated with the current record is automatically displayed on the left half of the screen. If it is multi-page document, page forward and page back buttons are enabled. If the user is in normal, full screen display mode, the document associated with any record can be displayed by clicking the "View Doc" on-screen button.

41. *Database: The database must be ODBC and SQL compliant with multi-user concurrent read/write capabilities based upon current relational database technology.*

IQS uses Oracle 11g. It is ODBC and SQL compliant.

42. *Database Extensions: The County should be able to add additional fields to the database and update screens to meet future needs.*

A virtually unlimited number of additional user-defined fields can be added to the database and these fields can be searched.

Typically, the desire for County staff to be able to "add additional fields to the database and update screens to meet future needs" stems from the desire to protect one's investment. In this regard, it is our opinion that the most important thing the County can do to protect their investment in a Text and Image Management system, is to select a system that supports open systems and industry standards. The system proposed herein, is just that type of a system.

43. *Displaying Images: The software must be capable of displaying images either on screen simultaneously with the index data or separately. The system must allow the user to page through the images on screen one at a time. Describe how the system handles the viewing of the document and related index information.*

Users can view documents in two display formats. The system provides for both normal full-screen displays and simultaneous side-by-side display of documents and index information. Users can browse records and documents by clicking buttons on-screen for next, prior, first, last, next page, previous page, etc.

If the user is in side-by-side mode, the recording information will be displayed on the right side of the screen and the pages of the document will be displayed on the left side of the screen (one page at a time). In full screen display mode, the entire multipage document is displayed, tiled. In either mode, the user can browse through the pages of a document; view each page of the document; manipulate each page of the document (rotate, scale, zoom, etc.); and/or print any page or all pages (depending on the user's security level).



44. *Data Entry: Data entered during the cashiering process must not have to be re-entered by the index operator. Describe the information which is entered by the cashiering clerk that will automatically flow to the indexing process and describe the process of indexing either in conjunction with the cashiering process or separately. Also describe any other features that are designed to minimize key strokes such as "auto complete".*

Because the receipting process is integral to the proposed system's indexing function, no information anywhere in the system ever has to be reentered. Any and all information captured by the receipting clerk flows through to all subsequent steps. Indexing fields may be linked to "auto lookup" tables to facilitate indexing. The system also supports numerous copy features whereby information entered on other documents or fields may be copied.

45. *Verification: An index is certified, the system should tag the index entry as verified. The system should then be able to track records as "verified" or "pending" verification. Describe the capabilities of the proposed system, which allows the County Clerk to track records through the different phases of the recording process. Also, comment if the verification process is site, key or either.*

Data verification is controlled by the Proof Date, which is contained in an external table. Only after all of the index data has been verified for a particular day, will the Clerk advance the Proof Date. Thus, records can always be identified by the relationship of the record's date of recording and the system's Proof Date. Proof Date is also used relative to security levels to determine whether records can be edited, viewed, etc. In addition, proof reports are available from the system that identify missing index information and confirm that the number of images corresponds to the number of pages for the document. Verification status is clearly displayed on all documents being viewed. The verification process may be either site or key depending upon the Clerk's preference.

46. *Related Documents: The system must allow for the association among related documents to be established. An example would be a lien document and a document which satisfies that lien. Describe how the proposed system allows the association of documents, the viewing of the related documents and the number of documents that can be related to each other.*

The system proposed provides for an unlimited number of related documents for each recording. Recordings can easily be related to one another in one-to-one and/or one-to-many relationships. A relationship is established by a clerk simply entering the related document reception number(s), or book and page, in the fields provided for this purpose. When viewing a recording with related reception numbers, the related receptions can be listed on the screen with the click of an on-screen button. To view a related reception (index data and images), a user need only "click" on the one desired.

47. *Storage: Ideally, once the image and index data have been verified, the system should commit the images to permanent storage. Describe the permanent storage procedure for the proposed system.*

For security and integrity reasons, the index data and images are saved upon initial entry, and subsequently backed up. The index data and images of any reception are not considered verified until the Clerk advances the Proof Date past that reception's recording date. Once a document has been proofed, it can only be changed by a supervisor.



48. *Microfilm Capabilities: Ideally, the proposed system should provide an automated method for preparation and transfer of images for the production of archival microfilm. Describe the capabilities of the proposed system for the creation of archival microfilm.*

Additions or changes to document images are logged by the system. These modified images may be categorized, sorted and exported for microfilm processing. Microfilm remains the standard archival medium for permanent records. The proposed system supports an automated method to prepare scanned images for conversion to archival microfilm. IQS has converted millions of pages of digital images to microfilm and has developed proven methods to ensure that all data is successfully captured.

49. *Printing Images: The user must have the capability to print images either with or without viewing them on-screen. The software must also allow individual images, entire documents or selected portions of a document to be printed. Describe the printing capabilities of the proposed system.*

The proposed system supports all of the printing capabilities above. Additionally, users may print only specific areas of a document. This is commonly referred to as "rubber banding."

50. *Deletions or Alterations: Software must include devices to prevent deletion or alteration of any verified image or index stored in the system. Describe whether alteration or deletion is permitted with security. The system must generate a log of any changes made to the index or image data for audit purposes. Describe how this issue is managed on the proposed system.*

Users with the proper administrative privileges are able to make any corrections or additions through the system corrections screen. Changes are tracked by the system and are available for inspection through an auditing report, which may be either printed or viewed on the screen. The public search screen also contains an error reporting feature as well as a log of any indexing changes made since the document was verified.

51. *Ease of Use: The vendor must be able to provide user-friendly software allowing the operator to quickly and easily accomplish tasks with a minimum of confusion/delay and training. Describe how the user is able to navigate through the system.*

Ease of use is inherent in the proposed application. In minutes, not hours, a user will become comfortable with the program's features. This is because the application is a true Microsoft Windows application – the most popular graphical user interface. The user will find simple, pull-down menus that guide them through recording, scanning, and searching. Throughout the application, users can select functions by using either the mouse or keyboard. Most importantly, unlike traditional character-based menu-driven systems, all day-to-day functionality is made available from a single screen. The same screen is used to record, receipt, query, print reports, view images, print images, enter data, edit data, etc. All necessary underlying tables can be popped up from this same screen with a single keystroke.

52. *Authorities: The software should be able to distinguish between the Clerk's personnel, other County's personnel and the public. Describe the capabilities of the system to track individual users and the ability to add and remove users.*



The proposed system employs both operating system and application level security to distinguish between the County Clerk, County personnel and the public. A user with network supervisor rights can use Windows Server utilities to assign and remove authorities.

*53. Security: Public access must be presented with options that limit such access to searching, viewing of index data, images and printing. A public user must under no circumstances be allowed to modify data and perform a function, which could affect the integrity of the data or systems. Describe the security provision of this software and the various levels of security allowed.*

The application security model uses a familiar users and groups structure. User access to screens and/or specific functions on a screen is easily controlled within the system. Additionally, sealed documents require users to have additional security credentials.

*54. Sorting: The software should allow the public user the ability to specify how the documents are sorted. Ideally, the public should be able to search any and all fields. Describe how documents can be viewed and the system's capabilities of selecting and sorting index information.*

Users may sort search results by clicking on a column. Data in the corresponding column is then sorted in ascending or descending order.

*55. Search Features: Please describe the search features employed by the proposed system.*

The County may predetermine search fields. Primary search fields include names, dates, OR/EE, document type, document description, liber/page, instrument number, and town. The proposed system supports the use of wildcards. Users may also search land only, court only, or both simultaneously.

*56. Format: Describe the format in which records are displayed and selected.*

The system utilizes two types of displays for the results of queries. In some places, the results are displayed in a list format, and the user can simply point at the desired record. In other cases, the results set is returned with the data from the first record from the set being displayed. In this case, buttons are provided for the user to browse through the records, such as first, last, next, prior, etc. If the user is in side-by-side mode, the document associated with the current record is automatically displayed on the left half of the screen. If it is a multi-page document, page forward and page back buttons are enabled. If the user is in normal, full screen display mode, the document associated with any record can be displayed by clicking the "ViewDoc" on-screen button.

*57. System: Describe the platform(s) under which the system runs. Please describe the proposed database software. List all operating systems and hardware configurations with which the software is compatible.*

Because of IQS' adherence to open industry standards and our desire for our products to be database and platform independent (letting each client choose what is best for them), a complete answer to this question is much too complex to be provided here. In general, the proposed system can operate on a variety of client/server networks, using a variety of databases and peripherals. IQS has preferences that are proposed herein, but the County can make their own choices.



Network. The proposed system supports NT, Novell's IPX, TCP/IP, DECnet, NetBIOS, and other leading networks.

Printer. The proposed system supports any Microsoft Windows printer, making literally hundreds, if not thousands, available.

Scanners. The proposed system supports any KOFAX supported scanner, such as Fujitsu and Canon. Currently, over seventeen different scanners are supported.

Image Storage. The proposed system can store images on WORM, optical media (MO and phase change), CD-ROM, or any magnetic disk.

Server Requirements. The server can be almost any mainframe, minicomputer, or microcomputer that supports an ANSI Level II SQL-compliant database. The most popular choices are the Intel Pentium-based microcomputers running Microsoft's Server 2003 or Novell NetWare, and numerous Unix platforms.

Client Workstation Requirements. Client workstations used for entering data, searching, and viewing require a Pentium III or better IBM or compatible PC running Windows XP, XP Pro, or NT, with at least 256MB RAM, and a local hard drive. Also required at each client workstation is a VGA or better monitor, and a means to communicate with the SQL database server (e.g., SQLSPX, SQLTCP, etc.)

Scanning Workstation Requirements. Scanning workstations share the same requirements as client workstations, but require a large SVGA monitor or better for verification of scans.

Internet work connectivity is accomplished by using appropriate products specific to the client's needs, such as terminal emulation, Telnet, FTP, NFS, routers, bridges, etc.

*58. Training: The vendor selected will provide training for the County Clerk's and other County personnel, and interested Abstractors. Please describe the training and documentation provided for the proposed system.*

Training is paramount to the success of any project. For many years, IQS has been developing and implementing technology solutions for county government. The success of every project has always hinged, in one way or another, on our ability to ensure that users, systems administrators, and technical staff were adequately trained in all appropriate aspects of the system. Accordingly, IQS is very willing to customize training per the desires of the County.

For the purposes of this proposal, IQS will provide training on all aspects of the system including operation of all equipment and use of the software. We anticipate that training will be accomplished on-site. We anticipate training small groups of users, while they are not being asked to perform normal work. The amount of training should be adequate to cover all basic user operations. Supervisors and technical DP staff should also attend one or both of these user-training classes.

During the training process, IQS staff will work hand-in-hand with the Clerk's Office to define, test and refine





appropriate workflows. Since the system does not dictate procedure, IQS and the County staff will work together to determine how it will be best implemented. This "implementation" phase will also be used for final testing of user-defined tables and parameters.

*59. Maintenance, Support and Enhancements: The selected vendor will supply maintenance and support for the system for five (5) years. Please define your policies regarding maintenance, support and enhancements to vendor supplied hardware and software. Also, please provide sample agreements. This information should include but is not limited to:*

*.Delivery method and potential cost of future upgrades and product enhancements.*

In order to maintain our high levels of customer satisfaction, IQS has made numerous upgrades and enhancements to the system. This occurs primarily through a VPN connection during non business hours. IQS takes complete responsibility for any data or database conversions needed as a result of the enhancement or upgrade. Our modular design provides users with ultimate flexibility. Although all customers receive the upgrades, features may be enabled or disabled based upon customer preference.

Prior to receiving a non-critical update, IQS support staff reviews the items in the update with the customer. On the day following the update, our support staff contacts the customer to review customers' experience with the update and identify any training needs.

*.Who will be responsible for file conversions resulting from product enhancements?*

In the event that any file conversions become necessary, IQS will be solely responsible for the conversion.

*.The availability of telephone support*

IQS provides telephone support Monday through Friday from 8AM to 5PM

*.Problem reporting and resolution procedures*

Please refer to the support procedure below:

- 1 Call or e-mail is received by technical support personnel
- 2 Severity level is determined
- 3 Support specialist responds within required time frame
- 4 Problem resolution

IQS responds to support calls in relation to problem severity. For example, mission critical failures such as the system being down will receive immediate action. IQS will respond to less severe issues within 1 hour. As part of our agreement, we directly support all software and hardware that we install as part of the system.

IQS utilizes a number of methods to keep customers current with any system changes or updates. Through user group meetings, our web site, and e-mail, we provide information regarding such changes. When updates become available, IQS will contact the Clerk to determine the best method to deliver the update or change. Updates could be delivered either remotely or on-site



*.Define procedures for fixing or replacing hardware during this period.*

All hardware will be replaced or repaired at no additional cost to the County throughout the contract. Hardware problems should be reported through customer support. IQS will either deliver and install the item or ship the item if it is the County's desire.

*.It is understood that for any software, maintenance or enhancements and any hardware maintenance or replacement for which the vendor assumes responsibility, the revisions or replacements will be performed in an accurate and timely manner. The vendor will assume the liability for all costs incurred due to any negligence on the part of the vendor.*

IQS agrees to the above statement.

*.The rights of the County to acquire the source code in the event the vendor ceases to support the product or ceases to remain in business must also be explained in detail.*

IQS will either provide the source code to the County or place it in escrow with a third party at the County's request. If the latter approach is taken, it will be at the County's expense. It is understood that the source code will only be used in the event that IQS is no longer able to provide services to the County.

With the exception of the use of a third party escrow agent, IQS will provide the source code, including updates and enhancements to the County at no expense.

*60. Remote Users: Describe the hardware and software and licensing required enabling the connection of remote users to the system.*

Remote users require no special licensing. The proposal includes unlimited licenses.

*61. OCR: Please describe the proposed system's capabilities regarding Optical Character Recognition.*

IQS provides assisted indexing whereby users will be able to highlight text from a scanned document and place it into a selected index field.

*62. Internet Access: Please describe the proposed system's capabilities regarding Internet Access.*

The system includes an Internet access component. Images and data from the County's in-house production server are replicated and stored on a separate server, which is housed and maintained at our Liverpool, NY facility. IQS provides all customer support and web maintenance. Additionally, the facility contains an automatic natural gas generator in the event of a power failure. Web functionality is transparent to the in-house user.

*63. Other Features: Please include any other features of the proposed system you would like to inform the County Clerk about that were not included in this RFP. Please state clearly any additional costs associated with each feature.*



64. *Court Records: Please describe how the proposed system manages Supreme and County Court records.*

The proposed system includes a complete court records management system. The system is completely integrated with the land recording system. It supports the cashiering, imaging, searching, and reporting of all court records. System highlights include the ability to simultaneously docket a court filing while including it in real property (i.e. Lis Pendens). Courts may also be searched along with real property records.

65. *Maps: The proposed system must provide for the imaging and indexing of maps. Please describe the proposed system's capabilities in this area.*

The proposed system allows for the imaging and indexing of maps. The County may image maps themselves if they have the appropriate scanner. Otherwise, IQS will create images of the maps on a regular basis and attach to the County's index.

**C. Data Conversion:**

*Prior to going live, the County requests that all data from the prior system be converted to the new system.*

IQS agrees, all prior system data and images will be converted, loaded to your new server and tested prior to installation.

*As part of the conversion, all necessary programs must be written and debugged as part of this proposal. Please provide a detailed plan of the conversion procedures including the validation process used to ensure that 100% of that data was converted and uploaded successfully to the new system.*

IQS has experience converting data and images from various vendors. Through this conversion process IQS has implemented numerous checks and validation procedures to assure the uploaded data and images are complete.

*It is the vendor's responsibility to handle any discrepancies in the conversion in which the County is not in agreement with the end result.*

IQS has the experience of converting millions of records and images, and we will work with the county to resolve any discrepancies during the conversion process



**III. Required Format and Contents Proposals:**

**A. Vendor Acknowledgement:**

*All vendors are required to submit a basic letter indicating the intent to respond to the RFP via facsimile, email or United States Postal Service to the Sullivan County Purchasing and Central Services Department, within seven (7) days of receiving the RFP in order for the vendor to be included in the RFP Process.*

**E-mailed and mailed to purchasing 1/6/2012.**



**B. Vendor's Proposed Plan:**

*The Vendor shall provide to the County Clerk, a Comprehensive Plan for the project describing the sequence of operations, manpower, material and equipment that will be required. The plan shall be divided into technical, management and cost sections.*

IQS agrees to supply an installation plan as noted above.

*Each proposal must be submitted in a sealed envelope. The cover of the package must be clearly labeled with the proposer's name. The first page of each proposal must contain the proposer's name, contact person's name, mailing address, telephone and fax numbers and email.*

*Proposer's responses must be prepared specifically for this RFP. Pre-written product descriptions and promotional materials presented without reference to this RFP are not acceptable. Technical specification sheets, product brochures and similar printed materials, when provided, should be included in an appendix. Such materials should be included only to the extent that they pertain directly to the information contained in the proposal.*

IQS agrees with the above statement

*1. The **technical section** must include complete descriptions of all hardware, software and services to be provided by the vendor. The technical section must provide clear, unequivocal confirmation of the proposer's compliance with particular specifications presented in this RFP.*

IQS agrees with the above statement

*a. Where this RFP specifies that an electronic document imaging system must have a particular characteristic or capability, the proposer must state explicitly that the system has that characteristic or capability.*

IQS agrees with the above statement

*b. Vague expressions, such as "standard procedures will be employed", or "industry standards will be followed", are not acceptable.*

IQS agrees with the above statement

*c. The vendor must indicate the specific brands and models of all hardware components to be provided in response to this RFP.*

IQS uses HP and Fujitsu, both high quality, name brand equipment, for its systems.

*d. The vendor must indicate the names and versions of operating systems, programming languages, database management systems, software development tools, or other software components on which the system is based.*

IQS Solution system uses:



Operating system – Windows Professional  
Programming – Dot Net  
Database – Oracle  
Development tools – Microsoft

2. The **Management Section** must present information about the proposer and its approach to the system implementation and project management.

a. Provide a brief history of your firm and its mission

See executive summary

b. Describe the firm's office that will administer the proposal, including the number of employees and the makeup of staff assigned to these offices.

See company background

c. Please list any customers who terminated a contract with your firm within the past five (5) years and explain the reason(s) why.

There have been no terminations.

d. Please provide a list of customers with which you are currently in litigation, if applicable. Include a brief explanation.

There are no customers with which we are in litigation.

e. Please submit a current comprehensive Dunn and Bradstreet Report.

See appendix A

f. List at least three (3) current references for which services were provided that are similar to this RFP. For each reference, provide the client's name, address, contact person and telephone number. Also, describe the work performed and when the work was performed. If the proposer operates as an authorized agent, distributor or value added reseller for an imaging system developer; the references can include installations undertaken by the imaging system developer.

See client references

g. Submit the names and brief resumes demonstrating pertinent experience of all management and supervisory personnel to be assigned to this project.

#### *Personnel*

The following professional staff will be primarily involved in the project implementation and training:

**Brian Owens**, Project Manager



Brian has many years experience in the records management industry. He has overseen countless projects, which meet or exceed the scope of the project contained in this RFP.

**Tom Decker, Lead Programmer**

Tom is the lead developer of the proposed solution. He has extensive experience working with a variety of database technologies and programming languages. He is also an expert in data conversion, overseeing the conversion of millions of index lines and images.

**Tony Tabone, Conversion Specialist**

Tony has nearly 20 years experience in the Land Records business. He has successfully completed numerous conversions on a number of systems, many of which are currently on the market.

**Mike Prosser, Networking Specialist**

Mike has an expertise in networking, hardware, and data storage/transfer technologies. He has successfully managed multiple transfers of land records data to their host servers. He has also been involved in staging and implementing indexing and imaging systems.

**Kathy Coon, Application Training Specialist**

Kathy not only has extensive experience training in this area, but she also possesses a thorough understanding of land records gained from her 30+ years experience working in the Oswego County Clerk's office. The combination of her practical and training expertise makes her a highly effective trainer, as she is able to understand applications from both the user and trainer perspectives. She has trained hundreds of people in both indexing applications and standard office applications

*h. List any subcontractors who will be involved in the project and their specific roles, if applicable.*

IQS does not use subcontractors.

*i. List and describe the specific tasks and milestones associated with delivery, installation, implementation, training and testing of the system.*

Since the County Clerk is already utilizing the latest software by IQS, the installation will mainly involve an update of the County Clerk's current equipment, including the server.



- j. Specify site preparation requirements and responsibilities, including the County Clerk's responsibilities, for all hardware and networking components.*

IQS proposes to utilize the existing infrastructure. No site preparation is required by the County Clerk.

- k. Provide a detailed plan for the conversion of existing data to the proposed system.*

No data conversion is anticipated for this project.

- l. A proposer may present any exceptions taken to any items in this RFP, the reasons for accepting the requirement, and suggested alternatives, if any*

IQS has no exceptions to this RFP

*3. The **Cost Section** must clearly and completely enumerate costs and pricing options associated with the products and services to be provided by the proposer.*

- a. Cost information must appear in the cost section of the proposal only in order to enable the County Clerk to evaluate the technical and management aspects of the vendor's proposal on their own merits without reference to cost.*
- b. Prices for specific hardware, software, maintenance, training and other related services must be individually enumerated and clearly identified.*
- c. The proposer must be willing to honor all quoted prices, for a period of 45 days from the deadline date of submission for proposals.*





## Pricing

IQS proposes a turnkey solution to provide the following:

1. Complete document management system.
2. Remote back-up.
3. All required hardware including computers for all Clerk staff and public access stations, scanners, printers, bar code printers, handheld bar code scanners, and server. Vendor will maintain, ownership and, maintenance responsibility of the equipment which must be included in the proposal pricing.
4. All licenses.
5. Modifications and updates to system programs required per state/local/federal mandates including but not limited to redaction and electronic recording and filing.
6. Education and training on the system. Education and training shall include on-site education and training of all County employees who will work with the land and court records system as well as interested court and abstract companies. The education and training will be adapted to the needs of the employees to ensure each employee is fully prepared to use the system.
7. Ongoing support of the entire system, including hardware and software, during the term of the contract. Such support shall be performed to the satisfaction of the County.
8. Image to microfilm conversion.
9. Web Access

**Complete system requirements as noted in this RFP**

**\$14,200.00 per month**

*Optional Services:*

Index Verification

\$0.55/document

Full Service Indexing

\$1.30/document

**Name of Responding Vendor:**

Info Quick Solutions, Inc.


**Address of Responding Vendor:**

7460 Morgan Road, Liverpool, NY 13090

**Name of Authorized Agent:**

Bernard J. Owens, President

**Signature of Authorized Agent:**

  
\_\_\_\_\_

**Date of Signature:**

1 - 17 - 2012

**TO: DIRECTOR OF THE DEPARTMENT OF PURCHASING OF THE COUNTY OF Oneida County**

The undersigned, having a principal place of business at the address set forth below being experienced and responsible for the performance of same, agrees to furnish and deliver to the County of Oneida at the locations herein specified, or if no location is specified, to the County Office Building, 800 Park Avenue, Utica, NY 13501, the following described item, material or service in accordance with the attached specifications and described in detail below (attach additional material to Proposal, if necessary).

**NON COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge or belief: (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; (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 or to any competitor; and (3) no attempt has been made or will be made by any bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

**CONTRACTOR'S ASSURANCE  
ON EQUAL EMPLOYMENT OPPORTUNITY**

The undersigned contractor is aware the County of Oneida is an Equal Opportunity Employer and requires all independent contractors who perform services for the County, or supplies goods and services to the County, to comply with all applicable laws and regulations prohibiting discrimination; and the undersigned contractor assures the County of Oneida it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non merit factors. The undersigned understands and agrees that the contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the undersigned for future contracts with the County. The undersigned certifies to the County of Oneida that there is no pending or outstanding decision, ruling or order against it finding the undersigned in violation of the laws against discrimination.

Dated: 1-17-2012 By:



Signature & Title

Bernard J. Cwens, President



COUNTY OF ONEIDA  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.  
County Executive  
ce@ocgov.net

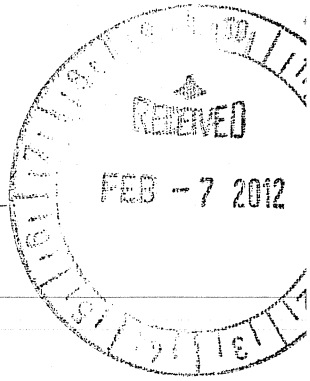
January 25, 2012

ONEIDA COUNTY OFFICE BUILDING  
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www.ocgov.net

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Board of Legislators  
800 Park Avenue  
Utica, New York 13501

FN 20 12 - 685

ECONOMIC DEVELOPMENT  
& TOURISM



Honorable Members:

WAYS & MEANS

The Department of Buildings and Grounds has been awarded a grant from USDA Agricultural Marketing Service Grant Program 2011-2013. The grant has been awarded in the amount of \$58,641.00 and will be used to help expand the Oneida County Farmers Market located in the REA wing of the train Station. Oneida County opened up the Farmers Market to the general public last fall and has received very positive feedback.

It is the intended to use these funds to help market the location, buy some additional equipment and have an individual manage all the day to day duties. I have attached a copy of the contract with USDA for your review.

**There will be no additional cost to the County required in support of this request.**

I therefore request your Board's approval for the following 2012 supplemental appropriations:

TO:

- AA# A1620.495122 - Buildings & Grounds – Farmers Market Promotion Program . \$ 58,641.
- AA# A1620.495123 - Buildings & Grounds – Farmers Market Public Outreach ..... \$ 10,000.

These supplemental appropriations will be fully supported by unanticipated revenue in:

- RA# A4997 - - - Federal Aid – Farmers Market Promotion Program..... \$ 58,641.
- RA# A1743 - - - Dept Income - Farmers Market Revenue ..... \$ 10,000.

Respectfully submitted,

Anthony J. Picente, Jr  
County Executive

Attach.

- CC: County Attorney
- Comptroller
- Budget
- Com. Of DPW



1400 Independence Ave., SW  
Room 3071 -S, Stop 0201  
Washington, DC 20250

OCT 12 2011

Mr. Brian Noonan  
Oneida County, New York  
Oneida County Office Building, 800 Park Avenue  
Utica, New York 13501

Dear Mr. Noonan:

The Agricultural Marketing Service (AMS) is pleased to inform you that your request for Federal funding under the 2011 Farmers Market Promotion Program (FMPP) has been approved. The goal of FMPP is to help improve and expand farmers markets, roadside stands, community supported agriculture programs, and other direct producer-to-consumer market opportunities in the United States. As a result, we will award \$58,641 for the project entitled, "Oneida County Public Market Food Desert Project."

Enclosed is the Grant Agreement that is required to execute funding for this project. The agreement must be signed, with an original signature, by the authorized person/grantee entering into the cooperative agreement with AMS. After the grant agreement has been signed, please make a copy for your files and send us the original using the UPS envelope that is included in this package.

Congratulations! We look forward to your participation in FMPP and the successful completion of this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Shipman", written in a cursive style.

David Shipman  
Acting Administrator

Enclosures

United States Department of Agriculture  
Agricultural Marketing Service  
AGREEMENT FACE SHEET

1. Accounting Code: 705711801		2. Vendor I.D. (EIN): 156000460		3. DUNS Number: 075814186	
4. Agreement Number: 12-25-G-1399		5. Type of Instrument: Grant		6. CFDA Number: 10.168	
7. Title of Agreement: Oneida County Public Market Food Desert Project					
8. Objective: To develop a producer and consumer base to develop and sustain a year-round market located in the historic and centrally located (but under-utilized), Union Station in downtown Utica, New York, through outreach and promotions, and purchase of freezer capacity for year-round sales.					
9. Statement of Work: This agreement shall be carried out by the organizational units or officials of the Federal Agency and the Grantee in the manner and subject to the conditions provided in the Farmers' Market Promotion Program (FMPP) Grant Program General Terms and Conditions attached hereto and made a part of this agreement.					
10. Legal Authority: The Agricultural Act of 1946 (7 U.S.C. 1621-1627), the Farmer-to-Consumer Direct Marketing Act of 1976 (7 U.S.C. 3001-3006) and the recent amendment to the 1976 Act, the Farmers' Market Promotion Program (7 U.S.C. 3005).					
11. Federal Agency (Name and Address): Farmers' Market Promotion Program Agricultural Marketing Service United States Department of Agriculture Washington, DC 20250			12. Grantee: Oneida County, New York Oneida County Office Building, 800 Park Avenue Utica, NY 13501		
13. Federal Agency Project Manager: Carmen H. Humphrey, FMPP Program Manager Telephone: (202) 720-8317 Email: Carmen.Humphrey@ams.usda.gov			14. Grantee Project Coordinator: Brian Noonan Telephone: 315 798-5800 Email: bnoonan@ocgov.net		
15. Period of Performance: 09/30/2011 through 09/30/2013		16. Federal Agency Funding Amount: \$58,641		Non-Federal Matching Amount: \$0	
<b>PROVISIONS</b>					
This Grant Award Incorporates the following:					
<ul style="list-style-type: none"> <li>The referenced grantee 2011 FMPP Project Proposal Narrative and Supplemental Budget, including any AMS budget revisions – incorporated by reference.</li> <li>The grantee will complete activities outlined in the FMPP Project Proposal and Supplemental Budget Narratives.</li> <li>The Approved Award Budget</li> <li>The Grantee agrees to comply with and require Sub-Grantees to comply with the requirements in the Farmers' Market Promotion Program (FMPP) Grant Program General Terms and Conditions, – incorporated by reference</li> <li>7 CFR Part 3015, 7 CFR Part 3016, 7 CFR Part 3019, and FAR 31.2 – incorporated by reference.</li> <li>The 2011 FMPP Guidelines, including all requirements and post-award grant management – incorporated by reference.</li> <li>The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown must be made within the first eight (8) months of the project</li> <li>AMS will not award two consecutive grants to any organization or entity. Any entity that has received a grant award may apply for future grants after completion of the current grant period and 12 months after AMS has received and accepted all required documentation and reports for the current grant.</li> </ul>					
<b>FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE</b>					
This agreement, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government, unless amended or terminated by mutual consent of the parties in writing, or terminated by either party upon 60 days notice in writing.					
17. Federal Agency Representative Approval:  David R. Shipman Acting Administrator Agricultural Marketing Service			18. Grantee Representative Approval (Please Print): Name: <i>Brian P. Noonan</i> Title: <i>Assistant to the County Executive</i>		
19. Federal Agency Representative Approval Signature: <i>Ellen Hong</i>		Date: <i>9-29-11</i>	20. Grantee Representative Approval Signature: <i>Brian P. Noonan</i>		Date: <i>10/18/2011</i>

**NY-312-11**

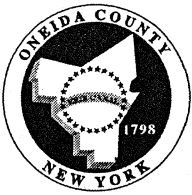
Organization Name: Oneida County  
Project Name: Oneida County Public Market Food Desert Project  
Project Contact Name: Brian Noonan  
Project Contact Phone Number: (315) 798-5800

**APPROVED**

Budget Item:	Proposed Budget	FMPP Revised
<b>Personnel</b>		
Market Manager \$25/hour 20 hours a week	\$25,000	<b>\$25,000</b>
Community Outreach \$150 per hour	\$10,000	<b>\$0</b>
<b>Contractual</b>		
<b>Travel</b>		
<b>Equipment</b>		
Refrigeration unit for produce	\$25,000	<b>\$25,000</b>
<b>Supplies</b>		
<b>Other</b>		
Brochures	\$812	<b>\$812</b>
Business Cards	\$67	<b>\$67</b>
Vendor Packets	\$571	<b>\$571</b>
Direct mail materials	\$391	<b>\$391</b>
Signage around station	\$2,000	<b>\$2,000</b>
Bus route development and initial implementation	\$4,800	<b>\$4,800</b>
<b>Indirect Cost (10% of total budget)</b>		
<b>Total</b>	<b>\$68,641</b>	<b>\$58,641</b>

I have read and accepted FMPP's revised 2011 FMPP Grant budget. Any signature below indicates my organization's acknowledgement that additional specifics, justifications, responses, and/or budget line item or category details will be required, prior to (or upon) implementation of the project(s) for this grant and for all approved budget expenditures. Accepted by:

Brian P. Noonan / Assistant to the County Executive      Brian Noonan      10/19/2011  
 Printed Name / Title      Signature      Date



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

January 30, 2012

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

Re: Work Order #C7- FY2012 Amendment, Program Administration  
Capital Project HG-447  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

On December 12, 2011, consent order R620060823-67 from NYSDEC was issued to Oneida County. This consent order, which replaced the original consent order issued on July 11, 2007, has many new requirements. Among these is the submission of annual and quarterly reports as well as annual work plans. These tasks, along with project coordination and management will require significant effort from the consultants.

In addition to the items above, this proposed work order also funds the coordination and reporting requirements for NYSEFC, the agency providing project funding. These efforts are also significant. The work order also funds the planning and facilitation of the Steering Committee activities for FY2012. Finally, the cost associated with updating and maintaining the content for the project website is also included in this work order.

Shumaker has submitted for consideration Work Order #C7 Amended which would cover the program administration costs detailed above and outlined in the document attached to this letter. Department staff has reviewed Work Order #C7 Amended and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$161,000. Funding for this work order is provided by capital project HG-447.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain these items in more detail.

Thank you for your consideration in this matter.

FN 20 12-086

**PUBLIC WORKS  
WAYS & MEANS**



The Honorable Anthony J. Picente, Jr.  
January 30, 2012  
Page 2 of 2



Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #C7 Amended



Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** WO#C7 Amended, Shumaker Engineering  
Flow Monitoring Program

**Proposed Dates of Operation:** This work is planned for FY2012

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the program administration costs resulting from NYSDEC Consent Order #R620060823-67.

**2) Program/Service Objectives and Outcomes:** Produce the reports and paperwork necessary for NYSDEC and NYSEFC. Support the steering committee as they deal with private I&I, organizational structure and CMOM program development.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$161,000      **Account #:** HG447

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital projects HG447

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The new consent order has many NYSDEC reporting requirements attached to it. Managing the funding through NYSEFC also has considerable time and effort associated with it. The steering committee will be playing a major role in the development of private I&I and CMOM programs.

**WORK ORDER C7**

**PROGRAM ADMINISTRATION – FY-2012  
CWSRF Project No. C6-6070-08-00**

**PROJECT UNDERSTANDING**

The purpose of this Work Order is to provide Program Administration services through December 31, 2012. Program Administration covers those services related to project management, consent order compliance reporting, funding agency coordination, Steering Committee facilitation, and general member community coordination, all in support of the SPDES Permit Compliance and sanitary sewer overflow (SSO) Mitigation project. Services will be provided by Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) and its subconsultant team members (collectively referred to as the “project team”).

**I. SCOPE OF SERVICES**

**A. Task 1: Project Management**

The project team will provide periodic progress updates to the Commissioner.

The project team will also assist Oneida County in documenting appropriate correspondence with the New York State Department of Environmental Conservation (NYSDEC) relevant to the Project, including preparing letters to address issues affecting scopes of service and deliverables.

In addition, project management will include staffing and resource allocation, sub-consultant coordination, project accounting, cost control, and administrative assistance to the Commissioner on an as needed basis.

**B. Task 2: Annual Work Plans**

Submission of Annual Work Plans is a requirement of the new Consent Order. Annual Work Plans are due January 31<sup>st</sup> of each year with the exception of the first Annual Work Plan which is due 90 days after the effective date of the new Consent Order. For this Work Order, the consulting team will prepare the Annual Work Plans for 2012 and 2013.

Annual Work Plans will be prepared per the requirements of Section D in Schedule A of the new Consent Order. This will generally include a description and schedule of planned sewer rehabilitation and facility upgrades for the upcoming calendar year. Additionally, descriptions of upcoming work relative to engineering investigations and evaluations along with management programs will also be included in the Annual Work Plan.

**D. Task 3: Quarterly Reports**

Submission of Quarterly Reports is a requirement of the new Consent Order. Quarterly Reports are required for the quarters ending March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year, with reports due 30 days after the end of each quarter. For this Work Order, the consulting team will prepare the four (4) quarterly reports for 2012.

The Quarterly Reports will be prepared per the requirements of Article XIII of the new Consent Order. This will generally include the summarizing of: the status and progress for engineering investigations and evaluations; management programs; approved schedules; assessment of effectiveness of completed rehabilitation; and completed capital improvements projects and facility upgrades. Additionally, the Quarterly Reports will indicate any changes in key Oneida County personnel and new flows added to the system (with summary of associated I/I offset) within the Sauquoit Creek Pumping Station basin area.

**E. Task 4: NYSEFC Coordination and Reporting**

Under this task, the project team will assist Oneida County in coordinating project aspects with NYSEFC. This will include: 2013 update to the NYSEFC's Intended Use Plan; preparation of project team monthly MWBE reporting; strategizing with NYSEFC regarding additional/future funding opportunities.

**F. Task 5: Meeting Planning and Facilitation**

The project team will continue to be responsible for the planning and facilitation of meetings. This will include:

1. Coordination and facilitation of Steering Committee meetings, Working Group meetings, and other subcommittee meetings as required; development of meeting agendas; coordination of meeting logistics; and serving as the liaison among the Steering Committee members, project team, and Oneida County.
2. Preparation and distribution of Steering Committee materials, including:
  - a) Project-related reference materials, especially information about private property I/I, institutional structure, and funding.
  - b) Meeting agendas.
  - c) Member notification.
  - d) Compilation and distribution of meeting reports.
  - e) Periodic surveying of committee members to assess the effectiveness of the Steering Committee process.
3. Maintain database of project team, Steering Committee members, stakeholders, and key constituents.
4. Participate in District staff and technical group meetings.
5. Act as liaison between the project team and the County Executive's office.

**G. Task 6: OCSD Website**

The project Team will be responsible for updating the OCSD website. This will include:

1. Editing and writing new content to reflect the current status and next phase of the project.
2. Developing visuals and other illustrative materials to deliver user-friendly, easy to understand content.
3. Develop mechanisms to encourage public feedback.
4. Coordinate with the County's webmaster to ensure timely posting of new project information.

**II. SCHEDULE**

The work of this Work Order will continue through the current fiscal year ending December 31, 2012.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services through December 31, 2012 as outlined in Section II as shown on Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by the Engineer (SCE) for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**IV. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. C7 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between SCE and Oneida County.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**  
**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

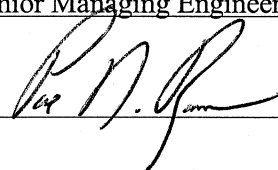
**Client**  
**COUNTY OF ONEIDA**

By: Paul D. Romano, PE

By: Anthony J. Picente Jr.

Title: Senior Managing Engineer

Title: County Executive

Signature: 

Signature: \_\_\_\_\_

Date: 12/23/11

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$154.00
Land Surveyor II	\$110.00
Managing Engineer I	\$145.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$108.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$98.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$84.00
Environmental Scientist II	\$87.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$52.00
Technical Typist	\$57.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$63.00
Rod Person (Field)	\$58.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

## 2.0 GHD CONSULTING ENGINEERS

### 2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$216.00
Associate	\$167.00
Senior Project Manager	\$150.00
Senior Engineer	\$144.00
Project Manager	\$136.00
Project Engineer	\$109.00
Engineer or Scientist	\$95.00
Architect	\$104.00
Managing Designer	\$131.00
Senior Designer	\$105.00
Designer	\$94.00
Senior Drafter	\$77.00
Drafter	\$66.00
Technician	\$62.00
Construction Project Representative	\$85.00
Field Technician	\$55.00
Secretarial/Word Processing	\$68.00

### 2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

### 3.0 BROWN AND CALDWELL

#### 3.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President	\$234.00
Vice President/Technical Advisor	\$206.00
Managing Engineer	\$190.00
Supervising Engineer	\$185.00
Principal Engineer	\$160.00
Senior Engineer/Scientist	\$149.00
Engineer/Scientist III	\$119.00
Engineer/Scientist II	\$109.00
Engineer/Scientist I	\$98.00
Senior Drafter/Technician	\$98.00
Drafter/Technician	\$84.00
Office Support	\$65.00

#### 3.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.1 The actual cost of outside services and subcontractors;
- 3.2.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.4 Associated Project Cost (APC) at \$8/ hour to recover CONSULTANT's costs related to network infrastructure and IS support including CADD, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.



#### 4.0 PAIGE MARKETING COMMUNICATION GROUP, INC.

#### 4.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Public Relations Consultant (Principal)	\$150.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Web Designer	\$85.00
Public Relations Specialist	\$70.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

#### 4.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors;
- 4.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.8 The actual cost of premiums paid on overtime worked.

## 5.0 ENVIRONMENTAL CAPITAL, LLC

### 5.1 Hourly Rates

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal Financial Consultant	\$195.00
Managing Financial Consultant	\$175.00
Associate Financial Consultant	\$150.00

### 5.2 Non-salary expenses and outside services attributable to the Project:

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors;
- 5.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.

**6.0 SAVIN ENGINEERS, P.C.**

**6.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President	\$240.00
Vice President	\$225.00
Senior Engineer	\$150.00
Managing Engineer	\$125.00
Project Engineer	\$110.00
Engineer	\$100.00
Senior Designer	\$115.00
Draftsperson/CADD Designer	\$65.00
Construction Inspector	\$85.00
Senior Technician	\$95.00
Technician	\$85.00
Jr. Technician	\$65.00
Field Technician	\$50.00
Intern	\$36.00
Office Support	\$65.00

**6.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 6.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 6.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 6.2.3 The actual cost of outside services and subcontractors;
- 6.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 6.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 6.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 6.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 6.2.8 The actual cost of premiums paid on overtime worked.

**REQUIRED TERMS FOR CONTRACTS AND SUBCONTRACTS RECEIVING SRF  
FINANCIAL ASSISTANCE  
(By NYSEFC 10/26/2011)**

The contractor and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Additionally, the contractor is required to carry out the applicable provisions of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements, and as such shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Prior to the award of a contract regarding the Project, the contractor and any subcontractor shall submit an EEO policy statement to the Recipient within the time frame set by the Recipient.

The contractor's and any subcontractor's EEO policy statement shall contain, but not necessarily be limited to, the following:

- (i) The contractor and any subcontractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor shall state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) Each contractor and any subcontractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's or subcontractor's obligations herein.

Any contractor or subcontractor shall, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii) and (iii) above, and shall include or to make reference to said provisions in all contracts and documents soliciting bids or proposals relating to the Project.

Except for construction contracts, prior to an award of a contract relating to this Project, the contractor and any subcontractor shall submit to the Recipient a staffing plan of the anticipated work force to be utilized on such contract or, where required, information on the contractor's and any subcontractor's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

After an award of a contract relating to this Project, the contractor and any subcontractor shall submit to the Recipient a workforce utilization report, in the form and manner required by the Recipient, of the work force actually utilized on the contract relating to this Project broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

Lastly, the contractor shall carry out applicable requirements of Executive Law Article 15-A in the award and administration of contracts awarded under EPA financial assistance agreements and, as such, shall commit to MBE and WBE participation goals for their contract that are equal to or greater than the goals presented below:

#### Construction Contracts

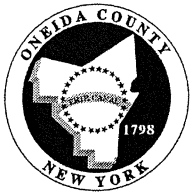
MBE: 9% DEC Regions 4,5,6,7,8, & 9 (All counties not listed below)  
10% Regions 1&3 (Suffolk, Nassau, Westchester, Rockland, Orange, Putnam, Ulster, Dutchess and Sullivan Counties)  
17% Region 2 (New York City)

WBE: 5% DEC Regions 4,5,6,7,8, & 9 (All counties not listed below)  
6% Regions 1&3 (Suffolk, Nassau, Westchester, Rockland, Orange, Putnam, Ulster, Dutchess and Sullivan Counties)  
8% Region 2 (New York City)

#### Non-construction Contracts/Agreements

(Includes professional services, such as legal, engineering, or financial advisory services; supplies; commodities; equipment; materials; travel)  
10% combined MBE and WBE statewide

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Total Hrs	Billing Rate 2011	Total Cost	Subtotal	
	Project Management	Annual Work Plan	Quarterly Reports	NYSEFC Coordination	Meeting Planning and Facilitation	Website Update										
<b>Shumaker Engineering</b>																
Principal												0	\$185.00	\$0.00		
Senior Managing Engineer	2	2	2	2								8	\$185.00	\$1,288.00		
Managing Engineer II	100	40	40	80	16							276	\$184.00	\$42,804.00		
Lead Surveyor II												0	\$110.00	\$0.00		
Managing Engineer I												0	\$145.00	\$0.00		
Sr. Project Engineer												0	\$122.00	\$0.00		
Lead Surveyor I												0	\$108.00	\$0.00		
Project Engineer												0	\$116.00	\$0.00		
Engineer		80	85		18							192	\$99.00	\$19,008.00		
Environmental Scientist IV												0	\$88.00	\$0.00		
Sr. Engineering Technician												0	\$78.00	\$0.00		
Assistant Engineer												0	\$84.00	\$0.00		
Environmental Scientist II												0	\$87.00	\$0.00		
Engineering Technician												0	\$57.00	\$0.00		
Jr. Engineer												0	\$72.00	\$0.00		
Construction Inspector												0	\$53.00	\$0.00		
Technician												0	\$22.00	\$0.00		
Environmental Scientist I												0	\$47.00	\$0.00		
Technical Support												72	\$57.00	\$4,104.00		
Party Chief (Field)		16	16	40								0	\$42.00	\$0.00		
Instrument Person (Field)												0	\$63.00	\$0.00		
Root Person (Field)												0	\$58.00	\$0.00		
															\$66,694.00	
<b>GHD Consulting Engineers</b>																
Vice President/Technical Advisor		8	4									12	\$215.00	\$2,580.00		
Associate												0	\$187.00	\$0.00		
Senior Project Manager		40	32									72	\$150.00	\$10,800.00		
Senior Engineer												0	\$144.00	\$0.00		
Project Manager												0	\$136.00	\$0.00		
Project Engineer												0	\$109.00	\$0.00		
Engineer/Scientist		60	64		16							150	\$65.00	\$9,750.00		
Architect												0	\$104.00	\$0.00		
Managing Designer												0	\$131.00	\$0.00		
Senior Designer												0	\$105.00	\$0.00		
Designer												0	\$94.00	\$0.00		
Senior Drafter												0	\$77.00	\$0.00		
Drafter												0	\$68.00	\$0.00		
Technician												0	\$62.00	\$0.00		
Construction Project Representative												0	\$56.00	\$0.00		
Field Technician												0	\$55.00	\$0.00		
Secretarial/Word Processing												0	\$68.00	\$0.00		
															\$28,592.00	
<b>Brown and Caldwell</b>																
Senior Vice President												0	\$234.00	\$0.00		
Vice President												0	\$206.00	\$0.00		
Managing Engineer		16	16									32	\$190.00	\$6,080.00		
Superintending Engineer												0	\$165.00	\$0.00		
Principal Engineer												0	\$150.00	\$0.00		
Senior Engineer/Scientist												0	\$148.00	\$0.00		
Engineer/Scientist III												0	\$119.00	\$0.00		
Engineer/Scientist II												0	\$109.00	\$0.00		
Engineer/Scientist I												0	\$88.00	\$0.00		
Senior Drafter												0	\$83.00	\$0.00		
Drafter												0	\$84.00	\$0.00		
Office Support												0	\$65.00	\$0.00		
															\$5,080.00	
<b>Falco Group</b>																
Public Relations Consultant (Principal)												84	\$150.00	\$12,600.00		
Account Planner												84	\$64.00	\$5,376.00		
Copy Writer												50	\$88.00	\$4,250.00		
Public Relations Specialist (Staff)												0	\$70.00	\$0.00		
Account Coordinator												120	\$75.00	\$9,000.00		
Production Specialist												40	\$75.00	\$3,000.00		
Graphic Designer												16	\$45.00	\$720.00		
Web Designer												48	\$55.00	\$2,640.00		
Secretarial/Office Support												80	\$50.00	\$4,000.00		
															\$42,760.00	
<b>Savin Engineers (MBE)</b>																
Vice President												0	\$225.00	\$0.00		
Senior Engineer												0	\$150.00	\$0.00		
Managing Engineer												0	\$125.00	\$0.00		
Project Engineer												0	\$110.00	\$0.00		
Engineer												0	\$100.00	\$0.00		
Draftsperson/CADD Operator												0	\$5.00	\$0.00		
Construction Inspector												0	\$0.00	\$0.00		
Word Processor/Administrator												0	\$5.00	\$0.00		
Field Technician												0	\$0.00	\$0.00		
															\$0.00	
<b>Environmental Capital LLC</b>																
Principal Financial Consultant				40								40	\$185.00	\$7,400.00		
Managing Financial Consultant												0	\$175.00	\$0.00		
Associate Financial Consultant												0	\$125.00	\$0.00		
															\$7,400.00	
<b>Subtotal Labor</b>	<b>\$15,722.00</b>	<b>\$33,692.00</b>	<b>\$31,082.00</b>	<b>\$22,722.00</b>	<b>\$42,748.00</b>	<b>\$5,680.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>1340</b>			<b>\$152,136.00</b>	
<b>Direct Expenses</b>																
Travel	\$0.00	\$105.40	\$288.60	\$1,198.80	\$1,124.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$2,787.70	
Reproduction/Printing	\$0.00	\$200.00	\$400.00	\$200.00	\$3,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$4,550.00	
Office Expenses	\$100.00	\$501.20	\$456.00	\$225.00	\$218.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$1,440.60	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	
<b>Subtotal Disbursements</b>	<b>\$100.00</b>	<b>\$856.60</b>	<b>\$1,183.60</b>	<b>\$1,624.80</b>	<b>\$5,093.20</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$8,558.30</b>	
<b>PROJECT TOTAL</b>	<b>\$15,822.00</b>	<b>\$34,538.60</b>	<b>\$32,865.60</b>	<b>\$24,346.80</b>	<b>\$47,841.30</b>	<b>\$5,680.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$160,994.30</b>	
															<b>ESTIMATED COMPENSATION</b>	<b>\$161,000.00</b>



**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442  
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

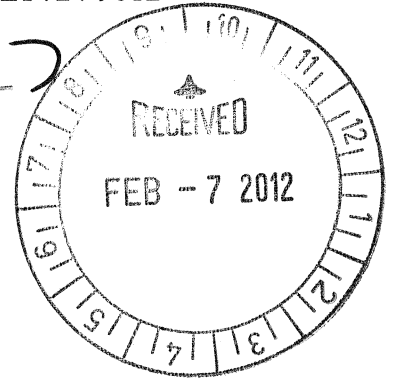
January 30, 2012

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

FN 20 12-087

**PUBLIC WORKS**

**WAYS & MEANS**



Re: Work Order 23, Flow Monitoring Program  
Capital Project HG-448  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive Picente:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

On December 12, 2011, consent order R620060823-67 from NYSDEC was issued to Oneida County. This consent order, which replaced the original consent order issued on July 11, 2007, has many new requirements. Among these is the development of a flow monitoring program as required by Schedule A, Section B.1 of the new order.

Shumaker has submitted for consideration Work Order 23 which would cover the development of the required flow monitoring program. Department staff has reviewed Work Order #23 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$34,000. Funding for this work order is provided by capital project HG-448.

I would appreciate consideration of this work order by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain these items in more detail.

Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.  
Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 2/2/12

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering  
Attachments: Six (6) copies of Work Order 23

Oneida Co. Department: WQ&WPC

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sewer District

**Title of Activity or Service:** WO#23, Shumaker Engineering  
Flow Monitoring Program

**Proposed Dates of Operation:** This work is planned for FY2012

**Client Population/Number to be Served:** Oneida County Sewer District/  
approximately 110,000 people.

**Summary Statements**

**1) Narrative Description of Proposed Services:** This work order covers the development of a flow monitoring program as required by NYSDEC Consent Order #R620060823-67.

**2) Program/Service Objectives and Outcomes:** Develop an approvable flow monitoring program to satisfy the consent order.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$34,000      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital projects HG448

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Municipalities are funding the debt service for the projects this applies to through the \$1.05 per thousand gallons surcharge being collected.

**Cost Per Client Served:** Varies by municipality.

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** A flow monitoring program is required to assess the effectiveness of I&I removal efforts.



**WORK ORDER 23**

**FLOW MONITORING PROGRAM**

**CWSRF Project No. C6-6070-08-00**

**I. PROJECT UNDERSTANDING**

A new consent order between Oneida County and the New York State Department of Environmental Conservation (NYSDEC) has been agreed upon and is effective December 2011. Schedule A of the new consent order includes, among other things, a requirement for the development of a Flow Monitoring Program as referenced in Schedule A, Section B.1.

The purpose of this Work Order is to provide engineering services relative to the development of a Flow Monitoring Program for submission to NYSDEC for its review and comment. Submission of the program is due March 31, 2012.

**II. SCOPE OF SERVICES**

**A. Task 1: Flow Monitoring Program Development**

The engineering team will develop a proposed flow monitoring program intended to track the progress of inflow/infiltration reduction due to sewer rehabilitation projects within the Sauquoit Creek Pumping Station basin as well as to assess the overall flow balance within the Oneida County Sewer District. This task will generally include the selection of preferred flow monitoring and rain gauge locations, research and specifying of flow meter and rain gauge equipment, method of data collection and data analysis, frequency of data reporting, and frequency of updates to the hydraulic model that was developed in 2010. The deliverable will be a written report describing the above.

**B. Task 2: Meetings and Coordination**

Because the flow monitoring program is a requirement of the consent order, the engineering team will coordinate with NYSDEC during the program development. This will include discussions with NYSDEC staff along with one progress meeting, which the Owner will be invited to. A final review meeting will be conducted with the Owner prior to submission of the document.

**C. Assumptions**

1. This Work Order is limited to the development of the flow monitoring program and does not include procurement of flow metering services/equipment, hydraulic modeling and analysis, and associated reporting. Those items will be addressed through supplemental work orders at a later date.

**III. COMPENSATION**

- A. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services outlined in Section II is estimated as indicated in Table 1, attached.

- B. Additional services beyond the Scope of Services described in Section II will be considered extra work and will necessitate additional compensation.
- C. Payments for work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.

**IV. TIME OF COMPLETION**

The above Scope of Services will be completed within a mutually acceptable period of time. It is assumed that these services will continue through June 2012.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Oder No. 23 under the Terms and Conditions of the Master Agreement for Consulting Services dated July 16, 2007, between SCE and Oneida County.

**VI. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

SCE will comply with the applicable provisions of New York State Executive Law 15-A that pertain to professional service contracts which includes making good faith effort to achieve assigned goals for participation by minority and women-owned business enterprises (hereinafter referred to as MWBE) and equal employment opportunity (EEO) where required by the work of this contract. The percentage goals for MWBE participation and EEO will be defined by the state agency (or agencies) that provide funding for work under this Work Order. Refer also to Attachment B.

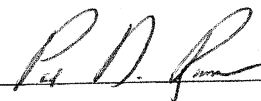
This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

**Consultant**

**SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, P.C.**

By: Paul D. Romano, P.E.

Title: Senior Managing Engineer

Signature: 

Date: 12/23/11

**Client**

**COUNTY OF ONEIDA**

By: Anthony J. Picente Jr.

Title: County Executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A  
RATE SCHEDULE**

**1.0 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.**

**1.1 Hourly Rates**

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$195.00
Senior Managing Engineer	\$161.00
Managing Engineer II	\$154.00
Land Surveyor II	\$110.00
Managing Engineer I	\$145.00
Sr. Project Engineer	\$127.00
Land Surveyor I	\$108.00
Project Engineer	\$116.00
Engineer	\$99.00
Environmental Scientist III	\$98.00
Sr. Eng Technician	\$78.00
Assistant Engineer	\$84.00
Environmental Scientist II	\$87.00
Engineering Technician	\$57.00
Jr. Engineer	\$72.00
Environmental Scientist I	\$57.00
Technician	\$52.00
Technical Typist	\$57.00
Party Chief (Field)	\$82.00
Instrument Person (Field)	\$63.00
Rod Person (Field)	\$58.00

**1.2 Non-salary expenses and outside services attributable to the Project**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 1.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 1.2.8 The actual cost of premiums paid on overtime worked.

## 2.0 GHD CONSULTING ENGINEERS

### 2.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Vice President/Technical Advisor	\$216.00
Associate	\$167.00
Senior Project Manager	\$150.00
Senior Engineer	\$144.00
Project Manager	\$136.00
Project Engineer	\$109.00
Engineer or Scientist	\$95.00
Architect	\$104.00
Managing Designer	\$131.00
Senior Designer	\$105.00
Designer	\$94.00
Senior Drafter	\$77.00
Drafter	\$66.00
Technician	\$62.00
Construction Project Representative	\$85.00
Field Technician	\$55.00
Secretarial/Word Processing	\$68.00

### 2.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 2.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 2.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 2.2.3 The actual cost of outside services and subcontractors;
- 2.2.4 Cadd Workstation at \$16/hour
- 2.2.5 Telecommunication charges including long distance telephone, facsimile, and cell phone charges at \$1.15/hour
- 2.2.6 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 2.2.7 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 2.2.8 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 2.2.9 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 2.2.10 The actual cost of premiums paid on overtime worked.

### 3.0 BROWN AND CALDWELL

#### 3.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President	\$234.00
Vice President/Technical Advisor	\$206.00
Managing Engineer	\$190.00
Supervising Engineer	\$185.00
Principal Engineer	\$160.00
Senior Engineer/Scientist	\$149.00
Engineer/Scientist III	\$119.00
Engineer/Scientist II	\$109.00
Engineer/Scientist I	\$98.00
Senior Drafter/Technician	\$98.00
Drafter/Technician	\$84.00
Office Support	\$65.00

#### 3.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 3.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 3.2.1 The actual cost of outside services and subcontractors;
- 3.2.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 3.2.4 Associated Project Cost (APC) at \$8/ hour to recover CONSULTANT's costs related to network infrastructure and IS support including CADD, local and long distance telephone charges, cell phone costs and postage and freight charges.
- 3.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 3.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 3.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 3.2.8 The actual cost of premiums paid on overtime worked.

**4.0 PAIGE MARKETING COMMUNICATION GROUP, INC.**

**4.1 Hourly Rates**

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Public Relations Consultant (Principal)	\$150.00
Account Planner	\$95.00
Copy Writer	\$85.00
Graphic Designer	\$85.00
Web Designer	\$85.00
Public Relations Specialist	\$70.00
Account Coordinator	\$75.00
Production Specialist	\$75.00
Secretarial/Office Support	\$50.00

**4.2 Non-salary expenses and outside services attributable to the Project:**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 4.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 4.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 4.2.3 The actual cost of outside services and subcontractors;
- 4.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 4.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 4.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 4.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 4.2.8 The actual cost of premiums paid on overtime worked.

**5.0 ENVIRONMENTAL CAPITAL, LLC**

**5.1 Hourly Rates**

CLIENT shall pay Compensation to be based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal Financial Consultant	\$195.00
Managing Financial Consultant	\$175.00
Associate Financial Consultant	\$150.00

**5.2 Non-salary expenses and outside services attributable to the Project:**

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

- 5.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 5.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 5.2.3 The actual cost of outside services and subcontractors;
- 5.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 5.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 5.2.6 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 5.2.7 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 5.2.8 The actual cost of premiums paid on overtime worked.

**6.0 SAVIN ENGINEERS, P.C.**

**6.1 Hourly Rates**

ENGINEER will pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2012:

<b>Labor Category</b>	<b>Hourly Rate</b>
Senior Vice President	\$240.00
Vice President	\$225.00
Senior Engineer	\$150.00
Managing Engineer	\$125.00
Project Engineer	\$110.00
Engineer	\$100.00
Senior Designer	\$115.00
Draftsperson/CADD Designer	\$65.00
Construction Inspector	\$85.00
Senior Technician	\$95.00
Technician	\$85.00
Jr. Technician	\$65.00
Field Technician	\$50.00
Intern	\$36.00
Office Support	\$65.00

**6.2 Non-salary expenses and outside services attributable to the Project**

ENGINEER shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through December 31, 2011:

- 6.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 6.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 6.2.3 The actual cost of outside services and subcontractors;
- 6.2.4 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 6.2.5 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 6.2.6 The actual cost of permits and fees required for the project and paid by SCE;
- 6.2.7 The actual cost for additional insurance required by the Owner in excess of SCE's normal coverage's or limits;
- 6.2.8 The actual cost of premiums paid on overtime worked.



**REQUIRED TERMS FOR CONTRACTS AND SUBCONTRACTS RECEIVING SRF  
FINANCIAL ASSISTANCE  
(By NYSEFC 10/26/2011)**

The contractor and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Additionally, the contractor is required to carry out the applicable provisions of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements, and as such shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Prior to the award of a contract regarding the Project, the contractor and any subcontractor shall submit an EEO policy statement to the Recipient within the time frame set by the Recipient.

The contractor's and any subcontractor's EEO policy statement shall contain, but not necessarily be limited to, the following:

- (i) The contractor and any subcontractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) The contractor and any subcontractor shall state in all solicitations or advertisements for employees that, in the performance of the contract relating to the Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) Each contractor and any subcontractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's or subcontractor's obligations herein.

Any contractor or subcontractor shall, as a precondition to entering into a valid and binding contract relating to the Project, agree to the provisions set forth in (i), (ii) and (iii) above, and shall include or to make reference to said provisions in all contracts and documents soliciting bids or proposals relating to the Project.

Except for construction contracts, prior to an award of a contract relating to this Project, the contractor and any subcontractor shall submit to the Recipient a staffing plan of the anticipated work force to be utilized on such contract or, where required, information on the contractor's and any subcontractor's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient.

After an award of a contract relating to this Project, the contractor and any subcontractor shall submit to the Recipient a workforce utilization report, in the form and manner required by the Recipient, of the work force actually utilized on the contract relating to this Project broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

Lastly, the contractor shall carry out applicable requirements of Executive Law Article 15-A in the award and administration of contracts awarded under EPA financial assistance agreements and, as such, shall commit to MBE and WBE participation goals for their contract that are equal to or greater than the goals presented below:

#### Construction Contracts

MBE: 9% DEC Regions 4,5,6,7,8, & 9 (All counties not listed below)  
10% Regions 1&3 (Suffolk, Nassau, Westchester, Rockland, Orange, Putnam,  
Ulster, Dutchess and Sullivan Counties)  
17% Region 2 (New York City)

WBE: 5% DEC Regions 4,5,6,7,8, & 9 (All counties not listed below)  
6% Regions 1&3 (Suffolk, Nassau, Westchester, Rockland, Orange, Putnam,  
Ulster, Dutchess and Sullivan Counties)  
8% Region 2 (New York City)

#### Non-construction Contracts/Agreements

(Includes professional services, such as legal, engineering, or financial advisory services;  
supplies; commodities; equipment; materials; travel)  
10% combined MBE and WBE statewide

FEE SUMMARY

December 19, 2011

TABLE 1

Description	Task 1 Program Development	Task 2 Meetings and Coordination	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Total Hrs	Billing Rate 2011	Total Cost	Subtotal	
<b>Shumaker Engineering</b>																
Principal												0	\$195.00	\$0.00		
Senior Managing Engineer	8											8	\$195.00	\$1,560.00		
Managing Engineer II	48	8										56	\$154.00	\$8,624.00		
Land Surveyor												0	\$110.00	\$0.00		
Managing Engineer I												0	\$145.00	\$0.00		
Sr. Project Engineer												0	\$127.00	\$0.00		
Land Surveyor I												0	\$105.00	\$0.00		
Project Engineer												0	\$115.00	\$0.00		
Engineer	40	8										48	\$99.00	\$4,752.00		
Environmental Scientist IV												0	\$99.00	\$0.00		
Sr. Engineering Technician												0	\$75.00	\$0.00		
Assistant Engineer												0	\$84.00	\$0.00		
Environmental Scientist II												0	\$87.00	\$0.00		
Engineering Technician	18											18	\$27.00	\$486.00		
Jr. Engineer												0	\$75.00	\$0.00		
Construction Inspector												0	\$52.00	\$0.00		
Technician												0	\$52.00	\$0.00		
Environmental Scientist I												0	\$66.00	\$0.00		
Technical Writer	16											16	\$57.00	\$912.00		
Party Chief (Field)												0	\$22.00	\$0.00		
Instrument Person (Field)												0	\$45.00	\$0.00		
Box Person (Field)												0	\$59.00	\$0.00		
															\$15,486.00	
<b>GHD Consulting Engineers</b>																
Vice President/Technical Advisor												0	\$210.00	\$0.00		
Associate												0	\$167.00	\$0.00		
Senior Project Manager	48	8										56	\$150.00	\$8,400.00		
Senior Engineer												0	\$144.00	\$0.00		
Project Manager												0	\$155.00	\$0.00		
Project Engineer												0	\$109.00	\$0.00		
Engineer/Scientist	40	8										48	\$95.00	\$4,560.00		
Architect												0	\$104.00	\$0.00		
Managing Designer												0	\$131.00	\$0.00		
Senior Designer												0	\$105.00	\$0.00		
Designer												0	\$84.00	\$0.00		
Drafter												0	\$72.00	\$0.00		
Senior Drafter												0	\$88.00	\$0.00		
Technician												0	\$64.00	\$0.00		
Construction Project Reconstructable												0	\$65.00	\$0.00		
Field Technician												0	\$55.00	\$0.00		
Secretary/Word Processor												0	\$88.00	\$0.00		
															\$12,960.00	
<b>Brown and Caldwell</b>																
Senior Vice President												0	\$234.00	\$0.00		
Vice President	4											4	\$205.00	\$820.00		
Managing Engineer												0	\$180.00	\$720.00		
Supervisory Engineer												0	\$185.00	\$0.00		
Principal Engineer												0	\$150.00	\$0.00		
Senior Engineer/Scientist	12											12	\$149.00	\$1,788.00		
Engineer/Scientist III												0	\$119.00	\$0.00		
Engineer/Scientist II												0	\$109.00	\$0.00		
Engineer/Scientist I												0	\$98.00	\$0.00		
Senior Drafter												0	\$85.00	\$0.00		
Drafter												0	\$54.00	\$0.00		
Office Support												0	\$65.00	\$0.00		
															\$2,548.00	
<b>Palco Group</b>																
Public Relations Consultant (Principal)												0	\$150.00	\$0.00		
Account Planner												0	\$55.00	\$0.00		
Copy Writer												0	\$85.00	\$0.00		
Public Relations Specialist (Staff)												0	\$70.00	\$0.00		
Account Coordinator												0	\$75.00	\$0.00		
Production Specialist												0	\$75.00	\$0.00		
Graphic Designer												0	\$85.00	\$0.00		
Web Designer												0	\$85.00	\$0.00		
Secretary/Office Support												0	\$50.00	\$0.00		
															\$0.00	
<b>Savin Engineers (MBB)</b>																
Vice President												0	225	\$0.00		
Senior Engineer												0	150	\$0.00		
Managing Engineer												0	125	\$0.00		
Project Engineer												0	110	\$0.00		
Engineer												0	100	\$0.00		
Draftsman/CADD Operator												0	85	\$0.00		
Construction Inspector												0	80	\$0.00		
Word Processor/Administrator												0	50	\$0.00		
Field Technician												0	50	\$0.00		
															\$0.00	
<b>Environmental Capital LLC</b>																
Principal Financial Consultant												8	\$165.00	\$1,320.00		
Managing Financial Consultant												0	\$175.00	\$0.00		
Associate Financial Consultant												0	\$125.00	\$0.00		
															\$1,320.00	
<b>Subtotal Labor</b>	<b>\$28,012.00</b>	<b>\$3,954.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>264</b>			<b>\$31,966.00</b>	
<b>Direct Expenses</b>																
Travel	\$21.80	\$155.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$177.20	
Reproduction/Printing	\$0.00	\$209.00	\$0.00	\$269.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$468.00	
Office Expenses	\$355.20	\$344.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$699.60	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	
<b>Subtotal Disbursements</b>	<b>\$677.10</b>	<b>\$599.80</b>	<b>\$0.00</b>	<b>\$200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$1,476.90</b>	
<b>PROJECT TOTAL</b>	<b>\$28,689.10</b>	<b>\$4,553.80</b>	<b>\$0.00</b>	<b>\$200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>				<b>\$33,472.90</b>	
															<b>ESTIMATED COMPENSATION</b>	<b>\$34,000.00</b>

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

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

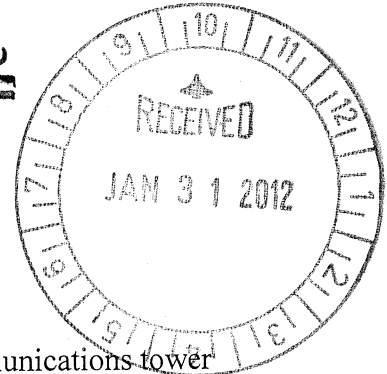
December 28, 2011

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

FN 20 12 088

**PUBLIC WORKS**

**WAYS & MEANS**



Dear County Executive Picente,

In 2011, Oneida County acquired the former Nexstar Broadcasting communications tower located on County property at the Skyline Drive tower site in the Town of Kirkland.

NexNav, LLC, contacted Oneida County regarding space for an antenna on the above mentioned communications tower. Subsequently, the enclosed Communications Equipment Site Agreement was negotiated. The proposed term of this agreement is one (1) year with six (6) additional five (5) year renewals. Rent for the initial term would be \$500.00/month with a three percent (3%) annual increase for any renewal.

Please consider the enclosed Communications Equipment Site Agreement and if acceptable forward the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

  
Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

Oneida County Department: Public Works

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

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: NexNav, LLC  
Title of Activity or Service: Communications Equipment Site Agreement  
Client Population/Number to be Served: n/a

**Summary Statements:**

1) Narrative Description of Proposed Services:

Agreement to locate antenna on County owned tower at the Skyline Drive tower site in the Town of Kirkland.

2) Program/Service Objectives and Outcomes:

n/a

3) Program Design and Staffing Level:

n/a

Total Revenue: \$6,000.00

Oneida County Department Revenue Recommendation: \$6,000/00 Account # A2411

Proposed Funding Source: Federal n/a State n/a County n/a

Cost Per Client Served: n/a

Past Performance Data: n/a

Oneida County Department Staff Comments

## COMMUNICATIONS EQUIPMENT SITE AGREEMENT

THIS COMMUNICATIONS EQUIPMENT SITE AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between NextNav, LLC, a Delaware limited liability company ("Operator") and the County of Oneida ("Owner"), a municipal corporation organized and existing under the laws of the State of New York.

1. Grant. Subject to the following terms and conditions, Owner hereby grants Operator the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on Owner's tower ("Tower") located on the property described in Exhibit "A" ("Premises"), and leases to Operator a portion of the Premises for construction and occupancy of Operator's equipment within Owner's building on the Premises as more particularly described in Exhibit "A". Owner shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Owner's sole discretion. Owner also grants to Operator a non-exclusive easement during the term of this Agreement for ingress, egress and regress and for the installation and transmission of utilities on property described on attached Exhibit "B" ("Easement"). Operator may install the equipment, personal property, improvements, alterations or fixtures as specifically described on Exhibit "C" ("Equipment"), or as Owner may otherwise approve. Operator may modify Equipment, provided such modification does not increase Operator's wind or weight load bearing on the Tower. Any personal property owned by Operator, whether or not fixed or attached to the Premises or Tower, shall remain the property of Operator prior to termination of this Agreement without regard to whether it appears on Exhibit "C".

2. Use. Operator shall use the Equipment and the Premises for the purpose of constructing, installing, maintaining, improving and operating, at Operator's expense, a communications facility, including antennae, buildings and incidental uses. Operator shall only use Tower space with antenna center line (rad center) as described on Exhibit C. Operator shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Operator in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Operator shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises.

3. Term. The term of this Agreement shall commence on the earlier of (a) date installation starts at the site or (b) July 1, 2012 (the "Commencement Date"); provided, if installation does not begin by July 1, 2012, then Owner may terminate this Agreement with written notice.

4. Renewal Term(s). Operator shall have the right to extend this Agreement for six (6) additional terms of five (5) years each ("Renewal Term(s)") on the same terms and conditions as set forth in this Agreement except that the Rent shall be as specified in Paragraph 5 below. This Agreement shall automatically be renewed for each successive Renewal Term unless Operator notifies Owner of Operator's intention not to renew the Agreement at least 30 days prior to expiration of the then current term.

5. Rent.

(a) Initial Term. Beginning on the Commencement Date and expiring at midnight one (1) year later, Operator shall pay to Owner as rental the sum per month as described on Exhibit C (Rent) which shall include Operator's right to use and occupy the ground space surrounding Owner's Tower. Rent payments shall be made monthly in advance to "Commissioner of Public Works", 6000 Airport Road, Oriskany, NY 13424 and shall be prorated for any partial month at the commencement or termination of this Agreement, based on the number of days in that month. Rent shall increase annually on the anniversary of the Commencement Date by an amount equal to three percent (3%) over the prior year's Rent.

(b) Renewal Term. In the event that Operator elects to renew this Agreement as provided in paragraph 4, Rent shall increase annually on the anniversary of the Commencement Date by an amount equal to three percent (3%) over the prior year's Rent.

6. Tower Maintenance. Owner represents and warrants that its operation of the Tower, exclusive of Operator's Equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Owner shall maintain its lighting systems, tower antenna, transmission lines, equipment and building in good operating condition. The costs of maintaining the Tower shall be borne by

Owner with the exception of Operator's antennae and Equipment and except for damage to the Tower caused by Operator or Operator's agents, employees, contractors or subcontractors, which shall be borne by Operator. Operator shall repair at Operator's cost any such damage, within 48 hours, and to the extent that such damage cannot be repaired within 48 hours, Operator shall make all efforts to begin such repair and finish such repair in a timely manner. Should owner fail to timely make repairs required by this Agreement, Operator may, at Operator's option, make such repairs and Owner shall promptly reimburse Operator for its reasonable costs and expenses incurred in such repair.

7. Conditions Precedent. Operator's obligation to perform under this Agreement shall be subject to and conditioned upon:

(a) Operator's securing appropriate approvals for Operator's intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administrator, and any other federal, state or local regulatory agency having jurisdiction over Operator's proposed use of the Equipment;

(b) Operator's obtaining, at its option and expense, a title report or commitment for a leasehold title policy from a title insurance company of Operator's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Operator's use of the Premises or Operator's ability to obtain financing;

(c) Operator's obtaining, at its option and expense, a survey, soil borings and analysis tests which must show no defects which, in the opinion of the Operator, may adversely affect Operator's use of the Premises;

(d) Operator's approval of the condition of the Premises, which may be subject to, at Operator's option and expense, an environmental audit of the Premises performed by an environmental consulting firm of Operator's choice;

(e) Operator's determination that the Tower is structurally appropriate for Operator's needs.

In the event of a failure of any of the above referenced conditions precedent within 60 days of execution of this Agreement, Operator may terminate this Agreement through written notice to Owner. If Operator fails to provide such notice within 90 days of execution of this Agreement, each of the above conditions precedent shall be deemed satisfied.

8. Interference. Operator agrees to install Equipment only of types and generating frequencies which will not cause interference to transmissions or signals from Owner and other users of the Tower as may be already in place on the Tower. At Owner's request, Operator shall provide a detailed interference analysis showing potential conflicts between Operator's frequencies and those of the Owner or other users already in place on the Tower. In the event the Equipment causes such interference, Operator will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Operator (Notice Date), Operator shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Operator agrees to remove the Equipment from the Tower and the Premises and this Agreement shall terminate as if by expiration. After the Equipment has been installed, Owner shall place similar restrictions upon interference with Operator's frequencies on others using Tower with Owner's permission, installed on the Tower after Operator's installation of the Equipment. In the event Third Parties' interference cannot be eliminated or rectified to Operator's satisfaction within 48 hours after receipt of written notice from Operator to Owner (Notice Date), Owner shall cause such Third Parties to temporarily disconnect the electric power and shut down the Third Parties' Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Owner shall at the request of Operator require the party causing the interference to remove its equipment from the Tower and the Premises, or Operator may, at Operator's sole discretion and option, terminate this Agreement upon notice to Owner.

9. Utilities and Access.

(a) Operator shall have the right to install utilities, to be separately metered at Operator's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Operator shall have the right to place utilities on, or to bring utilities across or under, the Premises and the Easement in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. Owner shall, upon Operator's request, execute a separate written easement, acceptable to Owner, in a form which may be filed of record evidencing this right. Operator shall be responsible for all utility connection charges, and all utility use charges, for electricity or any other utility used by Operator.

(b) Operator shall have access to the Premises and the Equipment at all times, 24 hours each day, through the access drive presently existing on the Easement. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term.

10. Termination. Except as otherwise provided, this Agreement may only be terminated, without any penalty or further liability, upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or

(b) By Operator if it is unable to obtain or maintain any license, permit or other Permits necessary to the construction and operation of the Equipment or Operator's business or intended use of the Premises.

11. Tower Analysis. Operator shall be solely responsible to ensure that Operator's installation of the Equipment shall not significantly affect the structural integrity of the Tower, and that no such damage results to the Tower due to installation of the Equipment. Owner agrees to furnish Operator, promptly upon Operator's request, with true and accurate copies of all tower analyses, if any, performed on the Tower by Owner within the two years preceding the request and Operator's attachment of antennas or Equipment on the Tower. In the absence of such an analysis or if the most recent analyses are insufficient for Operator's needs, Operator may request a new analysis. If Owner reasonably believes that the structural integrity of the Tower will be effected by the installation of Operator's Equipment, Owner may request Operator obtain a new analysis. Owner agrees to cooperate with Operator in acquiring the new analysis of the Tower. If a new analysis of the Tower is requested by Operator or Owner, Operator shall be responsible for coordinating that new analysis by a licensed structural engineer or other party acceptable to Owner, and Operator shall furnish a copy of the analysis to Owner. The costs of the new analysis shall be paid solely by Operator. If Operator requests, Owner shall submit, within 10 days of Operator's request, bids for any needed reinforcement or other work to make the Tower structurally sound. Should Operator not terminate this Agreement under Section 6 Tower Maintenance above, Owner shall reinforce or otherwise make the Tower structurally sound for Operator's use in accordance with such a submitted bid, at Owner's sole costs.

12. Taxes. Operator shall be liable for and shall pay (i) all taxes assessed on, or any portion of such taxes attributable to, personal property and trade fixtures owned or placed by Operator on the Premises or on the Tower, and (ii) its proportionate share, adjusted for partial tax years, of all real estate taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Premises, this Agreement, or the Tower, and (iii) all taxes, assessments and governmental charges of any kind and nature whatsoever other than real estate taxes, levied or assessed against the Premises, this Agreement, or the Tower, including but not limited to any leasehold, sales, rent or use taxes, or any taxes in the nature thereof, imposed by any governmental authority, relative to the Premises, the Tower, or the rent or any other charges due or payable under any provisions of this Agreement, or as a result of any or all of them, whether imposed on Owner or Operator, including any ad valorem tax which may currently exist or subsequently be implemented, but excluding Owner's income, estate or inheritance taxes. If any such taxes are levied against Owner or Owner's property and if Owner elects to pay the same or if the assessed value of Owner's property is increased by inclusion of personal property and trade fixtures placed by Operator on the Premises or on the Tower and Owner elects to pay the taxes based on such increase, Operator shall pay to Owner upon demand that part of such taxes for which Operator is primarily liable hereunder. Operator's proportionate share of the taxes shall be computed by multiplying the taxes by a fraction, the numerator of which shall be the number one and the denominator of which shall be the average annual number of communications carriers with installed equipment on the Tower. If at any time during the term of this lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on this Agreement, the Tower or real estate and the improvements thereon, there shall be levied, assessed or imposed on Owner a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "taxes" for the purpose hereof.

13. Liability Insurance. During the Initial Term and all Renewal Terms of this Agreement, Owner and Operator shall each maintain, at its own expense, insurance coverage claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00, or provide umbrella coverage in amounts sufficient to replace to foregoing limits. Such insurance shall insure against liabilities arising out of or in connection with Owner and Operator's use or occupancy of the Premises and the Tower subject to the standard exceptions found in commercial general liability insurance policies.



14. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the opinion of Operator, unsuitable for the use which Operator was then making of the Premises or that Tower, Operator may terminate this Agreement effective as of the date the title vests in the condemning authority. Owner and Operator shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Operator shall include, where applicable, reasonable moving expenses and prepaid fees).

15. Environmental Matters.

(a) Owner represents that, to the best of Owner's knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Owner agrees that it will provide, at no cost or expense to Operator, for the removal of any Hazardous Materials if Hazardous Materials are brought onto the Premises or Easement by Owner, its agents, servants, employees, licensees, invitees or contractors. As used in this Agreement, "Hazardous Materials" shall mean any and all contaminants, oils, asbestos, radon, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority. If after Operator takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises, Operator may terminate this Agreement and Operator shall owe no further duties, obligations or liability to Owner.

(b) Operator shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Operator shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Operator shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Operator or Operator's agents, employees or contractors.

16. Hold Harmless.

(a) By Owner. Owner agrees to defend, indemnify and hold Operator and its affiliates or subsidiary companies, their officers, agents and employees harmless from and against any and all, costs, charges, expenses, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, including reasonable attorney's fees, which in any manner arise out of or relate to Owner's use or occupancy of the Premises, or from Owner's performance or failure to perform under this agreement or from any gross negligence or intentional misconduct by Owner, its subcontractors, agents, servants, employees or any or all of the, or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises prior to the Commencement Date, or thereafter if brought onto the Premises by Owner or Owner's agents, employees, licensees, invitees or contractors.

(b) By Operator. Operator agrees to defend, indemnify and holder Owner and its Affiliates or subsidiary companies, their officers, , agents and employees harmless from and against any and all costs, damages, expenses, losses, claims, actions, suits, causes of action, judgment, and charges of every kind and nature whatsoever, including reasonable attorney's fees, which may in any manner arise out of or relate to Operator's use of the Equipment or Premises or the performance or non-performance of this Agreement by Operator, Operator's subcontractor's, employees, agent, or assigns, including without limitation, those that may arise out of the use or furnishing of materials, and as to such claims, actions or causes of action arising from or resulting from any gross negligence or intentional misconduct by Operator, its subcontractors, agents, servants, employees, or any or all of them or from the presence of any Hazardous Materials brought onto the premises by Operator or Operator's agents, employees, licenses, invitees or contractors. As used in this Agreement, "Affiliates" shall mean any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, another person or entity. Control for this definition shall be defined as holding at least a majority of voting power or operating control. This Section 16 shall survive termination of this Agreement. Neither party hereto shall not in any event be liable in damages for other party's business loss, business interruption, or other special, incidental or consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through it, expressly waives all claims for such damages.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Owner, to:  
County Executive  
800 Park Avenue  
Utica, New York 13501

Commissioner of Public Works  
6000 Airport Road  
Oriskany, NY 13424

If to Operator, to:

NextNav, LLC  
7926 Jones Branch Drive  
Suite 500  
McLean, VA 22102  
Attention: Associate General Counsel

18. Title and Quiet Enjoyment. Owner represents and warrants to Operator that Owner currently owns the Premises. Owner represents to Operator that Owner has good and marketable title to its leasehold interest in the Premises warranted by Owner, free and clear of all liens, encumbrances, and exceptions, except those described in property and tax records of the county in which the Premises is located. Owner shall warrant and defend same to Operator against the claims and demands of all persons and entities.

19. Assignment. Operator may not sublease, sublicense its interest in this Agreement without prior written approval by Owner. Operator may not assign or otherwise delegate its interest in this Agreement without prior written approval by Owner, not to be unreasonably withheld, conditioned or delayed except that Operator may assign or delegate its rights and obligations under this Agreement in connection with a merger, acquisition, sale of substantially all of its assets or other such corporate reorganization or to an Affiliate, Operator shall notify Owner within forty five (45) days of such assignment.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Compliance with Laws. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and any other applicable federal, state and local laws, codes and regulations. Operator is solely responsible for the licensing, operation and maintenance of Operator's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to tower light observation and any notification to the Federal Aviation Administration in that regard. Operator's Equipment, transmission lines, and any related devices, and the installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by Owner or others, and Operator shall defend, indemnify and hold harmless Owner from any such damage.

22. Holding Over. In the event Operator remains on the Tower and in possession of the shelter or building on the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Agreement, Operator shall occupy the Premises month-to-month, subject to all of the terms and conditions of this Agreement insofar as so consistent.

23. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

24. Miscellaneous.

(a) The substantially prevailing party in any litigation arising under this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Owner and Operator, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Operator.

(c) If either Owner or Operator is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold the other party harmless from any such claims arising from execution of this Agreement.

(d) Owner agrees to cooperate with Operator in executing any documents necessary to protect Operator's rights under this Agreement or Operator's use of the Premises. Operator may record this Agreement or a Memorandum of Agreement executed by all parties.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Agreement on behalf of the party indicated.

[Signatures on Following Page.]

WITNESS WHEREOF, Owner and Operator have executed this Agreement effective as of the day and year first above written.

**OWNER:**  
Oneida County

**OPERATOR:**  
NextNav, LLC

By: \_\_\_\_\_  
Its: County Executive  
Date: \_\_\_\_\_

By: [Signature]  
Its: Asso. Gen Counsel  
Date: 1/11/2012

**OWNER**

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Anthony J. Picente, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the County Executive of the County of Oneida, the within named Owner, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its' duly elected official.

Witness my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My commission expires:

**OPERATOR**

Commonwealth of Virginia  
County of Fairfax

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Ron Keefe, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asso. Gen Counsel of NextNav, LLC, the within named Operator, a company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand, at office, this 11th day of January, 2012.

Leilani T. Phillips

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires:

**LEILANI T. PHILLIPS**  
**NOTARY PUBLIC**  
**REGISTRATION # 126882**  
**COMMONWEALTH OF VIRGINIA**  
**MY COMMISSION EXPIRES MARCH 31, 2012**

**EXHIBIT "A"**

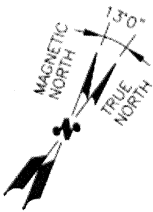
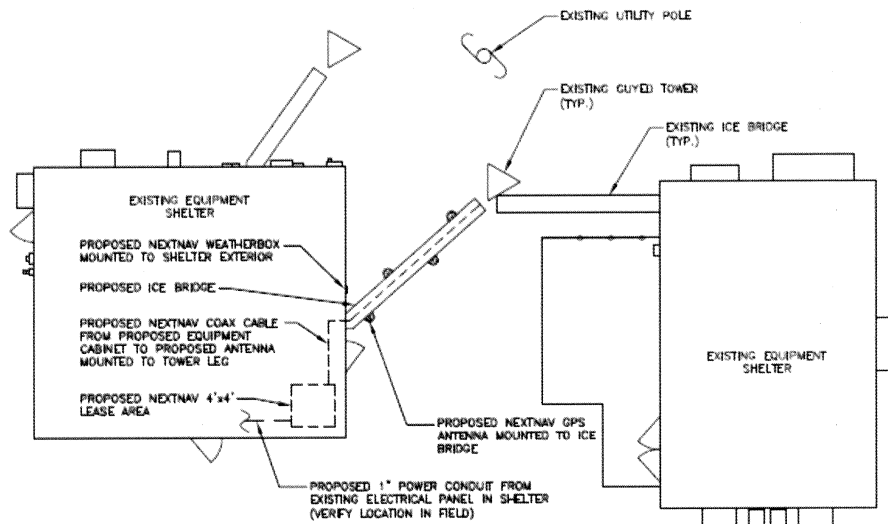
LEGAL DESCRIPTION OF PROPERTY AND DESCRIPTION OF PREMISES

The property referred to herein as Premises is located within the parent parcel described as follows:

**Premises located at Prospect Point, 600 feet east of Skyline Drive, Town of Kirkland, County of Oneida, State of New York, containing approximately 7.57 acres, being Tax Parcel identified as Tax Map No. 346, Section 000, Block 1, Lot 72, which premises are more particularly set forth and described in the Oneida County Lease Agreement.**

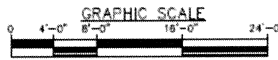
The premises are located generally as indicated in the sketch attached to the Communications Equipment Site Agreement ("Agreement") as Exhibit A-2. Owner and Operator agree that within thirty (30) days following the full execution of the Option, Operator will replace this Exhibit A-2 with a revised Exhibit A-2 which shall be a metes and bounds legal description of the Premises, and which shall specifically identify the length and width dimension of the Premises upon which Operator may construct, operate and maintain its Communications Facilities as contemplated by the Communications Equipment Site Agreement.

EXHIBIT A-2 (1 of 2)



**COMPOUND PLAN**

SCALE: 1/8"=1'-0"



NOTE:  
1. PROPOSED TELCO TO BE PROVIDED BY EVDO MODEM

**Hudson Design Group**

1400 OSGOOD STREET  
BUILDING 20 NORTH, SUITE 2-101  
W ANDOVER, MA 01845  
TEL: 978.355.5553  
FAX: 978.355.5588

**NETWORK BUILDING & CONSULTING, LLC**

7390 COCA-COLA DRIVE  
SUITE 104  
HANOVER, MD 21076  
TEL: (410) 712-7092  
FAX: (410) 712-4056

**NEXTNAV**

NEXTNAV, LLC - USA EAST

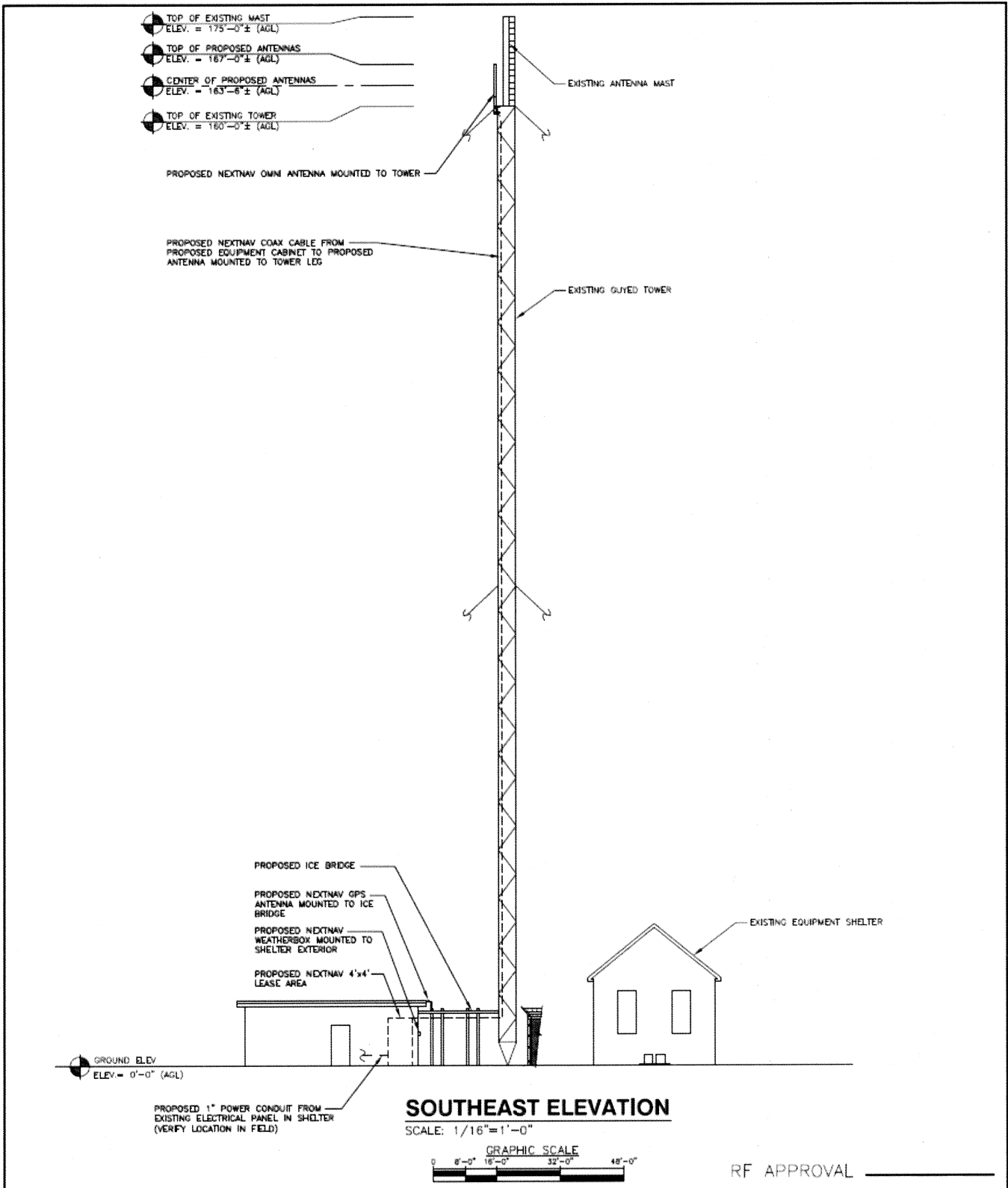
7926 JONES BRANCH DR  
SUITE 300  
TYSON'S CORNER, VA 22102  
TEL: (410) 712-7092

**SITE NUMBER: NY-UTIC0002A**  
**SITE NAME: CLINTON COUNTY OWNED TOWER**

3622 SKYLINE DRIVE  
CLINTON, MA 13323  
ONEIDA COUNTY

REVISION	DATE	DRAWN BY
0	11/13/11	DB
SITE TYPE: GUYED TOWER		<b>EXHIBIT A-2</b> SHEET 1 OF 2
DRAWN BY: DB	SCALE: AS NOTED	

EXHIBIT A-2 (2 of 2)



**Hudson**  
Design Group

1400 OSGOOD STREET  
BUILDING 20 NORTH SUITE 2-101  
N. ANDOVER, MA 01845  
TEL: (978) 557-6553  
FAX: (978) 336-6384

**NETWORK BUILDING & CONSULTING, L.L.C.**

7390 COCA COLA DRIVE  
SUITE 109  
HANOVER, MD 21074  
TEL: (410) 712-7092  
FAX: (410) 712-4054

**NEXTNAV**

NEXTNAV, LLC - USA EAST

1926 JONES BRANCH DR  
SUITE 500  
TYSON'S CORNER, VA 22102  
TEL: (410) 712-7092

**SITE NUMBER: NY-UTIC0002A**  
**SITE NAME: CLINTON COUNTY OWNED TOWER**

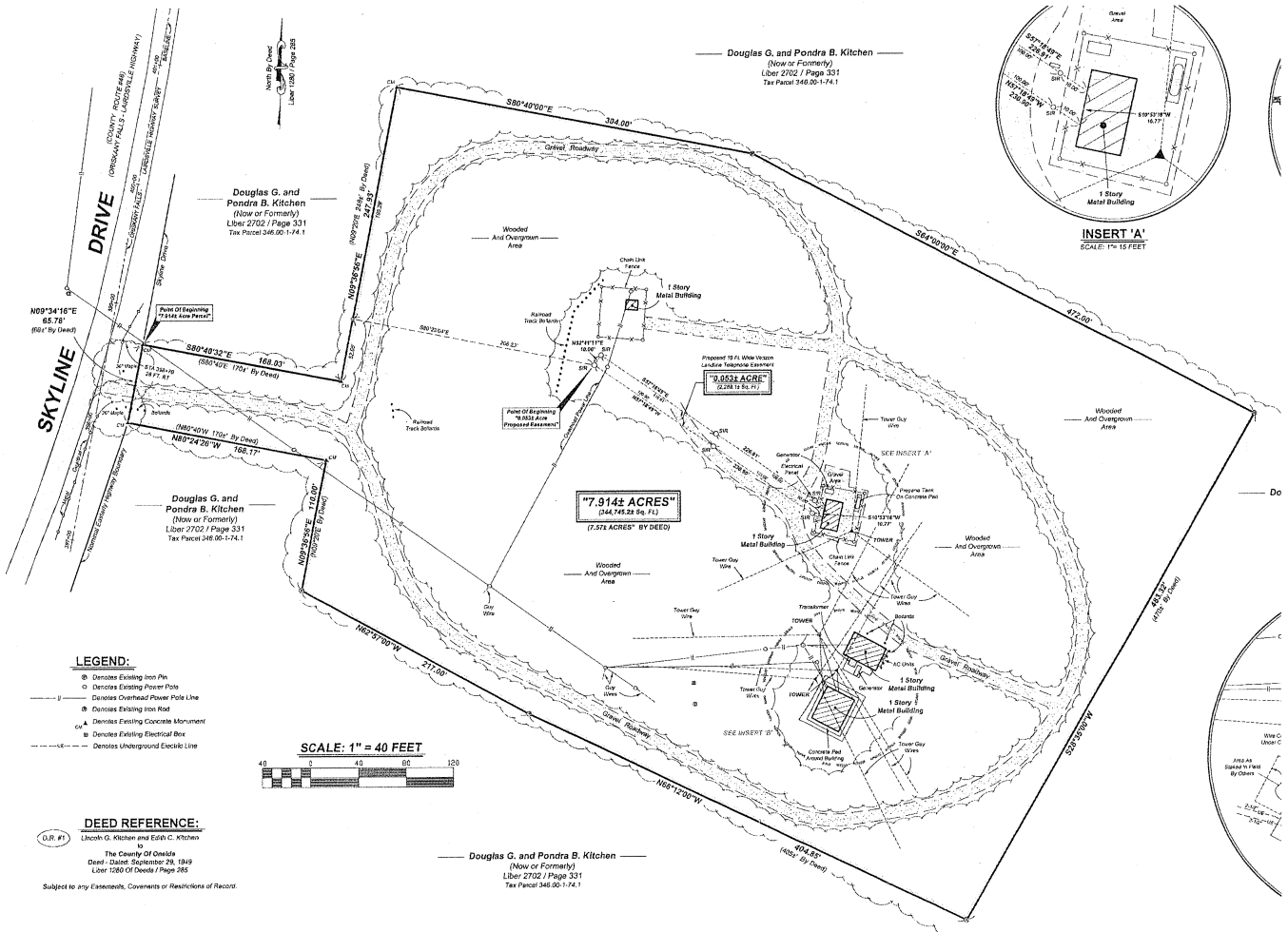
3622 SKYLINE DRIVE  
CLINTON, MA 13323  
ONEIDA COUNTY

REVISION	DATE	DRAWN BY
0	11/13/11	DB
SITE TYPE: GUYED TOWER		<b>EXHIBIT A-2</b> SHEET 2 OF 2
DRAWN BY: DB	SCALE: AS NOTED	

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF EASEMENT**

The existing, non-exclusive Easement for ingress, egress and utilities across the parent parcel described on Exhibit A to the Agreement is approximately ten feet (10') wide and located on the area on the sketch below. Owner and Operator agree that within thirty (30) days following the full execution of the Option, Operator shall replace (if needed) this Exhibit B with a revised Exhibit B which shall be a metes and bounds legal description of the ingress, egress and utility easement which will specifically identify the location and dimensions of the aforesaid easement.





**EXHIBIT "C"**

OPERATOR'S PERSONAL PROPERTY  
AND EQUIPMENT

(Attach the collocation application)

Owner and Operator agree that the attached application listing equipment to be installed will be the approved equipment and property that Operator may install under the terms of this Agreement.

Antenna center line (rad center) of 163.5' feet AGL

Rent at the commencement of this Lease is established at a rate of \$500.00 per month and will increase in accordance with the terms as noted within the Lease.



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**  
County Executive  
ce@ocgov.net

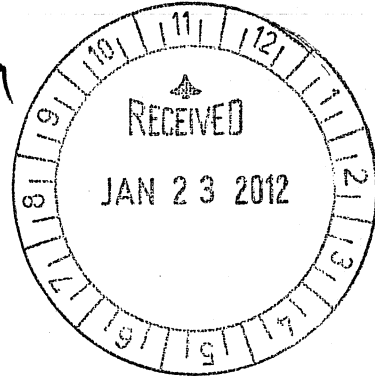
ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

January 17, 2012

FN 20 12 - 089

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

**PUBLIC WORKS**  
**WAYS & MEANS**



RE: Appointment of the Commissioner of Public Works

Honorable Members:

Pursuant to Article VII, Section 701 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Dennis Davis as Commissioner of Public Works.

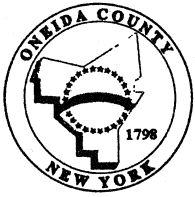
In his assumption of the duties of this office after the retirement of Jack Williams, Dennis Davis has proven himself to be a capable, innovative, cooperative and forward-thinking Commissioner of Public Works. The DPW, under his management, has furthered the cause of consolidation and sharing of municipal services and he has been a vigilant overseer of the County's roads and bridges.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Dennis Davis



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

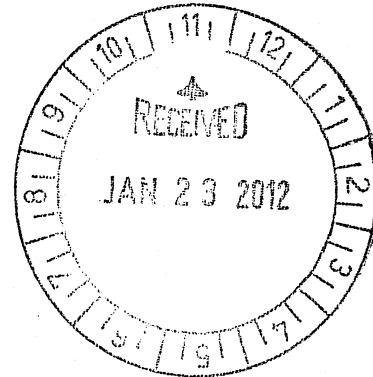
January 17, 2012

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

FN 20 12 - 090

**PUBLIC SAFETY**

**WAYS & MEANS**



RE: Appointment of the Public Defender-Criminal Division


Honorable Members:

Pursuant to Article XXIV, Section 2401 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Frank J Nebush, Esq. to the position of Public Defender-Criminal Division

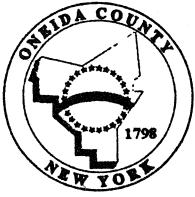
Frank Nebush has headed this department since 1981 and has remained true to the mission of representing the indigent in criminal matters and has developed and maintained an office that employs the highest standards of their profession in doing so.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Frank J. Nebush, Esq.



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

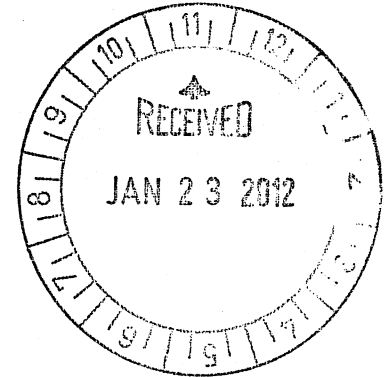
**ANTHONY J. PICENTE JR.**

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

January 17, 2012

FN 20 12 - 091



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

**PUBLIC SAFETY**

**WAYS & MEANS**

RE: Appointment of Director of Emergency Services

Honorable Members:

Pursuant to Article III, Section 309 and Article XX section 2005 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Kevin P. Revere as Director of Emergency Services, and Fire Coordinator.

Kevin has proven to be a capable and professional manager of emergency services for the County and he has been invaluable in his outreach to and oversight of the provision of these services by our municipalities and districts.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Kevin P. Revere



Office of the Sheriff

County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff

Jonathan G. Owens, Chief Deputy

Gabrielle O. Liddy, Chief Deputy

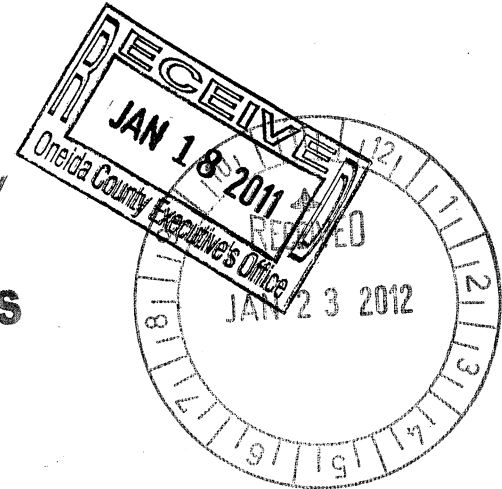
FN 20 12-092

January 17, 2012

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

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

The Sheriff's Office would like to request a transfer of \$8,000.00 to cover the cost of wiring the facility in support of the Video Visitation project in the Jail. The cost of the wiring will be paid out of Inmate funds. County funds will not be used.

Table with 4 columns: Transfer from Expense Account, Amount, Transfer to Expense Account, Amount. Row 1: A3152.295 Other Equipment, \$8,000, A3152.493 Maint/Repair/Serv Cont, \$8,000. Row 2: Total, \$8,000, \$8,000.

If I can be of further assistance, please feel free to contact me. Thank you for your cooperation.

Sincerely,

Handwritten signature of Robert M. Maciol

Robert M. Maciol, Sheriff

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

Handwritten signature of Anthony J. Picente, Jr.
County Executive

Date: 1/18/12

Cc: Tom Keeler, Budget Director

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

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

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

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



# Office of the Sheriff

# County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff

Jonathan G. Owens, Chief Deputy

Gabrielle O. Liddy, Chief Deputy

January 12, 2012

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

FN 20 12-093  
PUBLIC SAFETY



## WAYS & MEANS

Dear County Executive Picente:

I am requesting approval for the contract between the Sheriff's Office and Correctional Medical Care, Inc. Correctional Medical Care was selected to provide comprehensive medical services for inmates lawfully committed to the custody of the Oneida County Sheriff. Comprehensive medical care will include the following services:

- Initial Medical Screening
- Detoxification
- Periodic Health Appraisal
- Sick Call
- Emergency Care
- Prenatal Care
- Chronic Care
- HIV Testing/Care
- Dental Care
- Pharmacy Services
- Laboratory Services
- X-ray Services
- Nutrition Services
- Health Education
- STD Care
- Infectious Waste Disposal
- Optometry Services

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 1/17/12

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

Sincerely,

Robert M. Maciol  
Oneida County Sheriff

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

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

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

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

Oneida Co. Department: \_\_\_\_\_

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:**

Correctional Medical Care  
653 Skippack Pike, Suite 118  
Blue Bell, Pennsylvania 19422

**Title of Activity or Service:** Management and administration of correctional health care services for the inmates housed in the Oneida County Correctional facility.

**Proposed Dates of Operation:** January 1, 2012 to December 31, 2016

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

All inmates in the care of and housed within the Oneida County Correctional facility.

**Summary Statements**

**1) Narrative Description of Proposed Services**

CMC will provide management and administration of all medical care for inmates while they are in the care of the Sheriff. This will include medical, dental, pharmaceutical and off-site services on an as-needed basis.

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

CMC provided a comprehensive proposal which offers a high level of care meeting all NYS Commission of Corrections standards at a cost-savings to the County.

**3) Program Design and Staffing**

Included within the administrative portion of the proposal, CMC will handle all staffing issues, including recruitment and hiring of fully licensed and credentialed medical professionals; scheduling of staff to provide full coverage for inmates on a 24 hour/365 days basis; and insurance coverage including medical malpractice and workers compensation.

**Total Funding Requested:** \$11,807,742                      **Account #**    A3150.197

**Oneida County Dept. Funding Recommendation:**            \$11,807,742

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

**Cost Per Client Served:** First year \$3.88 to increase to 4.89 per inmate per diem (based on an average population of 500 inmates)

**Past Performance Data:**    This is a new contract

**O.C. Department Staff Comments:** CMC has met all standards of New York State Commission of Corrections and is currently providing these services to several counties across New York State.

## **HEALTH SERVICES AGREEMENT**

THIS AGREEMENT among the County of Oneida] (hereinafter referred to as "the COUNTY") a municipal corporation of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501 and Correctional Medical Care, Inc., with offices located at 653 Skippack Pike, Suite 118, Blue Bell, Pennsylvania 19422, a Pennsylvania corporation, (hereinafter referred to as "CMC"), is entered into and is effective as of the first day of January, 2012.

### **Witnesseth:**

WHEREAS, the COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates for the Oneida County Correctional Facility (the "Facility"); and,

WHEREAS, the COUNTY desires to provide for quality health care to inmates in accordance with applicable law; and,

WHEREAS, as a result of a legal bid process, CMC is the successful contractor to provide correctional health care services and desires to provide such services for the County under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties agree as follows:

### **ARTICLE I: HEALTH CARE SERVICES.**

**1.1 General Engagement.** The County hereby contracts with CMC to provide for the delivery of reasonably necessary medical care to individuals ("inmates") in the physical custody and control of the Oneida County Sheriff (hereinafter referred to as "Sheriff") at the Facility and CMC enters into this Agreement according to the terms and provisions hereof as outlined in their response to RFP #2011-056 (which RFP is incorporated herein by this reference), for the period beginning January 1, 2012 and ending December 31, 2016.



**1.2 Scope of General Services.** CMC shall provide the services described in CMC's "Proposal for Comprehensive Medical Services for Inmates Confined at the Oneida County Correctional Facility", dated June 20, 2011 which proposal is incorporated herein by this reference. CMC shall specifically and without limitation provide on a regular basis, at its own cost, all professional medical, dental and related care and administrative services for the inmates, a comprehensive health evaluation of each inmate following booking into the Facility, regularly scheduled sick call, twenty-four hour nursing care, regular physician visits to the Facility, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services and other services, all as more specifically described herein. All services to be rendered by CMC hereunder shall comply with all applicable laws rules and regulations and in particular, the Regulations of the New York State Commission of Corrections.

**1.3 Specialty Services.** In addition to providing the general services described above, CMC shall, at its own cost, provide to inmates at the Facility special medical services including, but not limited to, radiology services and laboratory to the extent reasonably necessary in the opinion of a medical professional. Where non-emergency special care is required and cannot be rendered at the Facility, CMC shall make arrangements with the Sheriff for the transportation of the inmates in accordance with Section 1.8 of this Agreement.

**1.4 Emergency Services.** CMC shall provide, at its own cost, emergency medical care, as medically necessary, to inmates through arrangements to be determined by CMC with local hospitals. CMC shall, at its own cost, provide for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment.

**1.5 Hospitalization Services.** CMC shall, at its own cost, arrange for the admission of any inmate who, in the opinion of its Medical Director or its licensed physician requires hospitalization.

**1.6 Injuries Incurred Prior to Incarceration: Pregnancy.** CMC will be responsible for the costs associated with the treatment of inmates who are in the physical custody of the Sheriff but who have not been formally booked into the Facility. CMC shall not be responsible for the costs associated with the treatment of inmates who have been committed to the Facility but who are in the physical custody of any person or agency other than the Sheriff. Whenever possible, inmates who are ill or injured while in the physical custody of the Sheriff but not in the Facility shall be brought to the Facility for evaluation by CMC personnel before they are taken to another medical provider. The parties expressly agree that Sheriff's personnel are not expected to diagnose any inmate's condition and that those personnel may take an ill or injured inmate to the nearest emergency medical provider when they reasonably believe a delay will result in further injury to or the death of an inmate.

CMC shall not be responsible for costs associated with treatment services provided any inmate during any unauthorized absence from the Facility or for any inmate not formally committed to and/or not in the physical custody of the Sheriff.

**1.7 Elective Medical Care.** CMC will not be responsible for providing elective medical care to inmates. For purposes of the agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of CMC's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable National Commission on Correctional Health Care (NCCHC) Standards.

**1.8 Transportation Services.** To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services CMC shall pay, the Sheriff will, upon proper request by CMC, its agents, employees or contractors, provide routine transportation provided that such transportation is scheduled in advance. CMC shall provide, at its own cost and when medically necessary, all emergency ambulance transportation of inmates in accordance with the Section 1.4 of this Agreement.

However, all related security requirements, including necessary security staff, will be provided by the Sheriff, regardless of whether routine or emergency transportation is used, as stipulated in Section 6.3 of this Agreement.

## **ARTICLE II: PERSONNEL.**

**2.1 Staffing.** CMC shall provide medical, nursing, technical and support personnel necessary for the rendering of health care services to inmates at the Facility according to the weekly schedule identified in Schedule A of this Agreement.

**2.2 Licensure Certification and Registration of Personnel.** All personnel provided or made available by CMC to render services hereunder shall be licensed, certified or registered, as appropriate in their respective areas of expertise.

**2.3 Sheriff's Satisfaction with Health Care Personnel.** If the Sheriff becomes dissatisfied with any health care personnel provided by CMC hereunder, or by any independent contractor, subcontractor or assignee, CMC in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of dissatisfaction and the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, CMC shall remove or shall cause any independent contractor, subcontractor or assignee to remove the individual about whom the Sheriff has expressed his dissatisfaction. Should removal of an individual become necessary, CMC will, prior to removal, be allowed reasonable time, not to exceed thirty (30) days, to find an acceptable replacement. Nothing in this section shall relieve CMC of its obligation to at all times meet the staffing requirements of this Section.

**2.4 Use of Inmates in the Provision of Health Care Services.** Inmates shall not be employed or otherwise engaged by either CMC or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, inmates may be used in positions not involving the rendering of health care services directly to inmates.

**2.5 Subcontracting and Delegation.** In order to discharge its obligations hereunder, CMC will engage certain health care professionals, upon prior written approval of each such professional from the Sheriff, which approval will not be unreasonably withheld, as

independent contractors rather than as employees. Subject to the approval described above, the Sheriff consents to such subcontracting or delegation. As the relationship between CMC and these health care professionals will be that of independent contractor, CMC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. CMC will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, CMC shall exercise such administrative supervision over such professionals as is necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of CMC under this Agreement, CMC shall provide the Sheriff proof that, for each such professional, there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount or amounts of one million dollars coverage per occurrence and five million dollars aggregate. Such policies will list the County and the Sheriff as an additional insured. CMC shall promptly notify the Sheriff, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. Notwithstanding any provision herein to the contrary, the Sheriff shall be entitled to immediately terminate this Agreement effective thirty (30) days after receipt of notice of any change or cancellation of coverage without liability in the event that any such insurance coverage is either changed or canceled or is insufficient in the sole opinion of the Sheriff.

**2.6 Discrimination.** During the performance of this Agreement, CMC, its employees, agents, subcontractors and assignees agree as follows:

- a. CMC, its employees, agents, subcontractors and assignees will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. CMC, its employees, agents, subcontractors and assignees agree to post in conspicuous places, available to employees and applications for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. CMC, its employees, agents, subcontractors and assignees, in all solicitations or advertisements for employees based by or on behalf of CMC, its employees, agents, subcontractors and assignees, will state that CMC, its employees, agents, subcontractors and assignees is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

### **ARTICLE III: ACCREDITATION.**

**3.1 Obligations of CMC.** CMC agrees to maintain National Commission on Correctional Health Care (NCCHC) accreditation for the Facility and will obtain reaccreditation when due (providing the accrediting agency will schedule their field survey within a reasonable time of CMC's request and further providing the Oneida County Sheriff's Office fully cooperates with CMC in preparing for the field survey and in training correctional staff as required Notwithstanding any other provisions of this Agreement, CMC shall be responsible for paying all fees and charges billed by the accrediting agency. In the event the NCCHC modifies the standards in such a way that compliance with them increases CMC's costs, such as requiring staffing levels above those required in this Agreement, the parties agree to renegotiate the cost of this Agreement to the extent necessary to cover CMC's increased costs.

### **ARTICLE IV: EDUCATION**

**4.1 Inmate and Staff Education.** CMC shall conduct an ongoing health education program for inmates. If the Sheriff so desires and with the approval of the County Director of Personnel, CMC shall conduct the same program for correctional officers at the Facility.

### **ARTICLE V: REPORTS AND RECORDS.**

**5.1 Medical Records.** CMC shall cause and require to be maintained complete and accurate medical records for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and NCCHC, ACA

or State of New York Standards. The medical records shall be kept separate from the inmate's confinement records. A complete legible copy of the applicable medical record will be available, at all times, to the Sheriff and shall be available to accompany each inmate who is transferred from the Facility to another location for off-site services or transfer. Medical records shall all be kept confidential. Subject to applicable law regarding confidentiality of such records, CMC shall comply with New York State law with regard to access by inmates and Facility staff to medical records. No information contained in the medical records will be released by CMC except as provided by a court order, or otherwise in accordance with the applicable law. CMC will, at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records in a format acceptable to the Sheriff. CMC shall also be responsible for consolidating the existing separate medical and mental health records of inmates committed on or after the effective date of this Agreement such that each inmate shall have a single, unified medical file. CMC shall not be responsible for the consolidation of such records for those inmates no longer in the Facility unless an inmate is recommitted and his/her medical record is reactivated. At the termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff. However, the Sheriff will provide CMC with reasonable ongoing access to all medical records even after the termination of this Agreement for the purpose of defending litigation, if allowed by applicable law.

**5.2 Regular Reports by CMC to the Sheriff.** CMC shall provide to the Sheriff, on a date and in a form mutually acceptable to CMC and the Sheriff, monthly and annual reports containing an analysis of health care services rendered hereunder.

**5.3 Inmate Information.** Subject to applicable New York State law, in order to assist CMC in providing the best possible health care services to inmates, the Sheriff will provide CMC with information pertaining to inmates that CMC and the Sheriff mutually identify as reasonable and necessary for CMC to adequately perform its obligations hereunder.

**5.4 CMC Records Available to Sheriff with Limitations on Disclosure.** CMC will make available to the Sheriff, at the Sheriffs request, all records, documents and other papers

relating to the direct delivery of health care services to inmates hereunder. The Sheriff understands that the systems, methods, procedures, written materials and other controls employed by CMC in the performance of its obligations hereunder are proprietary in nature and will remain the property of CMC and may not, at any time, be disseminated, distributed, copied or otherwise utilized by the Sheriff, except in connection with the delivery of health care services hereunder or as required by counsel in any lawsuit or as permitted or required by law, except in the performance of his duties and obligations under law, rule or regulations, or unless such disclosure is approved in advance in writing by CMC.

**5.5 Sheriffs Records Available To CMC with Limitations on Disclosure.** During the term of this Agreement and for a reasonable time thereafter, if allowed by applicable law, the Sheriff will provide CMC, at CMC's request, the Sheriff's records relating to the provision of health care services to inmates as may be requested by CMC or as are pertinent to the investigation or defense of any claim related to CMC's conduct. Consistent with applicable law, the Sheriff will make available to CMC such records as are maintained by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent the Sheriff has any claim to those records) as CMC may reasonably request. Any such information released by the Sheriff to CMC that the Sheriff considers confidential will not, except as may be required by law, be distributed by CMC to any third party without the prior written approval by the Sheriff.

Notwithstanding any provision of this Agreement to the contrary, the Sheriff's internal affairs investigative records shall not be required to be released to CMC or any other person or entity.

## **ARTICLE VI: SECURITY.**

**6.1 General.** CMC and the Sheriff understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of CMC as well as for the security of inmates and Facility staff, consistent with the correctional setting. The Sheriff will provide security sufficient to enable CMC and its personnel to safely provide the health care services described in this Agreement. Nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of CMC

employees, agents or subcontractors, including employees of agents or subcontractors of CMC. The parties acknowledge that neither the Sheriff nor the County has undertaken any special duty to guaranty the safety or security of CMC and/or its agents, employees or subcontractors.

**6.2 Loss of Equipment and Supplies.** The Sheriff shall not be liable for loss of or damage to equipment and supplies of CMC, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the Sheriff or his employees.

**6.3 Transportation Off-Site.** The Sheriff will provide security and transportation as necessary and appropriate in connection with the transportation of any inmate between the Facility and any other location for off-site services as contemplated herein. CMC shall not be responsible for the cost of any security or transportation provided by the Sheriff.

## **ARTICLE VII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

**7.1 General.** The Sheriff agrees to provide CMC with office space, facilities, existing equipment and utilities (excluding long distance telephone service) sufficient to enable CMC to perform its obligations hereunder. The Sheriff will provide necessary maintenance and housekeeping of the office space and facilities. CMC agrees it has inspected the Facility and medical office space and facilities and that such space and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement.

**7.2 Delivery of Possession.** The Sheriff will deliver to CMC on the date of commencement of this agreement possession and control of all medical and office equipment and supplies in place at the Facility's health care facilities and owned by the Sheriff. At the termination of this or any subsequent Agreements, CMC will return to the Sheriff possession and control of all medical and office equipment, in working order, reasonable wear and tear excepted, and supplies in-place at the Facility's health care facility. It is agreed that CMC shall be responsible for either the purchase of contractor owned equipment present on the effective date of this Agreement and/or replacement at CMC's expense of the equipment necessary for CMC to perform its duties under this



Agreement.

**7.3 Maintenance and Replenishment of Equipment.** CMC will maintain all present equipment in working order during the term of this Agreement. If additional equipment and instruments are required by CMC during the term of this Agreement, it shall be the responsibility of CMC to purchase such items at its own cost. At the end of this Agreement, or upon its termination, ownership of all such equipment shall remain the property of CMC.

**7.4 General Maintenance Services.** The Sheriff will provide the same services and facilities to inmates housed in medical units in the Facility as are provided all other inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

#### **ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT.**

**8.1 Term.** This Agreement shall commence on January 1, 2012 at 12:01 a.m. (E.S.T.). The Term of this Agreement shall be for one (5) year term. This Agreement may be extended upon negotiation and the mutual consent of the Parties.

**8.2 Termination.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- (a) **Termination by Agreement.** In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on terms and date stipulated at such time.
- (b) **Termination for Cause,** This Agreement may be canceled for cause by the Sheriff or the County upon ninety (90) days prior written notice or by CMC upon 120 days written notice in accordance with Section 11.3 of this Agreement.
- (c) **Non Appropriation of Funds.** The Parties understand that funds for this Agreement are provided by the County. This Agreement is subject to annual appropriation of funds for this Agreement by the Oneida County Legislature.

Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then this Agreement will become null and void.

**8.3 Responsibility for Inmate Health Care.** Upon termination of this Agreement, responsibility for providing health care services to all inmates, including inmates receiving health care services at facilities outside the Facility, will be transferred from CMC to the Sheriff.

## **ARTICLE IX. COMPENSATION.**

**9.1 Base Compensation.** The County will compensate CMC the annual sum in each year of this Agreement as indicated in Schedule B of this Agreement.

CMC will bill the County fifteen (15) days before the first day of the month for which services will be rendered. The County agrees to pay CMC on or before the first day of the month for which services will be rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to CMC will be pro-rated accordingly for the shortened month.

**9.2 Increases in Inmate Population.** The parties agree that the annual base price is calculated upon an average daily inmate population (ADP) of 500. If the daily inmate population (including boarders) averages, in any calendar month during the term of this Agreement, exceeds 500 inmates, then the compensation payable to CMC by the County shall be increased, on the first month after the average increase, by the Per Diem rate indicated in Schedule B of this Agreement for each inmate over 500. The average daily inmate population (including boarders) shall be calculated by adding, for a given month, the daily inmate population contained in the Sheriff's daily status reports and dividing such sum by the number of days in month.

**9.3 Catastrophic Limitations: Off-Site Care.** CMC shall be responsible for all off-site charges which shall include inpatient hospitalization fees, specialty consults, physician fees and other off-site fees, including inpatient medications and lab services, up to a cumulative total of Four Hundred Thousand dollars (\$400,000.00) catastrophic limit per contract year, as indicated in Schedule B of this Agreement. Where infant health care

services are provided, the cost of those services shall contribute to and be included in the catastrophic limits applicable to the infant's mother. For any inmate being treated for Hepatitis C, AIDS/HIV, MRSA or other such illness, the cost of medications used to treat that inmate for that illness will count toward the individual catastrophic limit applicable to that inmate.

**9.4 Catastrophic Limitation: Pharmaceuticals.** CMC shall be responsible for all pharmaceutical charges up to a cumulative total of Three Hundred Thousand (\$300,000,00) Dollars per year, as indicated in Schedule B of this Agreement.

**9.5 Additional Compensation.** Except as stipulated elsewhere in this Agreement, CMC shall not be entitled to receive or seek additional compensation from the Sheriff for the services rendered under this Agreement. Charges in excess of the Catastrophic Limits described in Sections 9.3 and 9.4 of this Agreement will be submitted promptly by CMC. The County shall reimburse CMC for those excess charges within thirty (30) days of submission of a verified invoice by CMC.

## **ARTICLE X. LIABILITY AND RISK MANAGEMENT.**

**10.1 Insurance.** At all times during this Agreement, CMC and/or its agents, employees or subcontractors will maintain professional liability insurance covering CMC, its employees and its officers and/or its agents, employees or subcontractors in the minimum amount of at least one million dollars per occurrence and five million dollars aggregate. The Oneida County shall be named as an additional insured on said policy CMC and/or its agents, employees or subcontractors shall maintain Worker's Compensation and Employer's Liability Insurance as required by New York State Law. CMC and/or its agents, employees or subcontractors shall also maintain Automobile Liability Insurance for automobiles assigned by CMC and/or its agents, employees or subcontractors to this contract in the amount of \$300,000 combined single limit for property damage, bodily injury and personal injury. Prior to the commencement of this Agreement and before January 1 of each successive year, CMC shall provide to the Sheriff and the County certificates of insurance indicating that insurance policies with coverage of at least the minimum amounts described in this Agreement are in full force and effect. CMC shall promptly notify the Sheriff, in writing, of any change in coverage, reduction in policy

amounts or cancellation of insurance coverage. Notwithstanding any provisions herein to the contrary, the Sheriff shall be entitled to immediately terminate this Agreement (effective thirty (30) days after receipt of notice or earlier by mutual agreement) without liability in the event that any insurance coverage is either canceled or is insufficient in the sole opinion of the County or Sheriff. Each policy of insurance required under this Agreement shall be of form and content satisfactory to the Oneida County Commissioner of Finance. Oneida County shall be named as an additional insured on all policies required under this Agreement.

**10.2 Lawsuits Against the Sheriff.** In the event that any lawsuit (whether frivolous or otherwise) is filed against either the Sheriff, his deputies and employees, or against the County, its elected officials, employees and agents based on or containing any allegations concerning medical care of inmates or CMC's performance and the performance of CMC's employees, agents, subcontractors or assignees, the parties agree that the Sheriff will receive coverage and defense under the policies set forth in paragraph 10.1 *supra* and CMC, its employees, agents, subcontractors assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them.

Nothing herein shall prohibit any of the Parties to this Agreement from joining the remaining parties thereto as defendants in lawsuits by third parties.

**10.3 Hold Harmless Clause.** CMC agrees to indemnify, hold harmless and defend the County, its agents and its employees from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of CMC, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses, it being the express understanding of the parties hereto that CMC shall provide the actual health care services, and have complete responsibility for the health care services.

The County agrees to indemnify, hold harmless and defend CMC, its agents, servants,

employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the negligent or intentional act or omission of the Sheriff, the County or their agents or employees to the extent of their responsibility for such claims, damages, losses and expenses in their operation and maintenance of the Facilities, the custody of inmates and all provisions for the physical security of all such CMC personnel.

The foregoing provisions under this paragraph to the contrary notwithstanding, neither the County nor CMC will assume responsibility for actions, lawsuits, defenses, claims or liabilities of any kind whatsoever arising out of claims or judgments for "punitive damages."

#### **ARTICLE XI: MISCELLANEOUS.**

**11.1 Independent Contractor Status.** The parties acknowledge that CMC is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

**11.2 Assignment and Subcontracting.** CMC shall not assign this Agreement to any other corporation or to any subsidiary of CMC or subcontract for services hereunder without the express written consent of the County which will not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve CMC of its independent obligation to provide the services and be bound by the requirements of this Agreement.

**11.3 Notice.** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the Parties.

a) County: Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

and

Oneida County Attorney  
800 Park Avenue  
Utica, New York 13501

b) CMC: Correctional Medical Care, Inc.  
653 Skippack Pike, Suite 118  
Blue Bell, Pennsylvania 19422

Notices shall be effective upon receipt.

**11.4 Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of New York. Any disputes resulting from this Agreement that cannot be resolved between the Parties will be resolved in the Supreme Court of Oneida County, New York.

**11.5 Entire Agreement.** This Agreement, including the documents incorporated herein by reference in Section 1.2 and 9.1, constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. Any inconsistencies or variations among this Agreement, the Request for Proposal and Addenda and the CMC Proposal shall be governed as follows: requirements of this Agreement shall take precedence over requirements of the Proposal, Addenda and the RFP. The provisions of the CMC Proposal shall take precedence over the provisions of the Addenda and RFP.

**11.6 Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

**11.7 Other Contracts and Third-Party Beneficiaries.** The Parties acknowledge that CMC is neither bound by nor aware of any other existing contracts to which the Sheriff or the County is a party and which relate to the providing of medical care to inmates at the Facility. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

**11.8 Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the un-enforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

**11.9 Liaison.** The Sheriff and his designee (so designated in writing by the Sheriff) shall be the liaison with CMC.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

\_\_\_\_\_  
Attest

By:

\_\_\_\_\_  
**Anthony J. Picente, Jr.**  
**Oneida County Executive**  
**ONEIDA COUNTY, New York**

\_\_\_\_\_  
Attest

By:

\_\_\_\_\_  
**Robert M. Maciol**  
**Sheriff**  
**ONEIDA COUNTY, New York**

By:

\_\_\_\_\_  
**Stephen B. Knowlton, III**  
**Director, Finance & Contracts**  
**CORRECTIONAL MEDICAL CARE, INC.**

*Robert M. Maciol*  
Attest

Approved As To Form \_\_\_\_\_  
ONEIDA COUNTY ATTORNEY  
By *Greg J. Amos*

## SCHEDULE A

### STAFFING MATRIX

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
<b>DAY SHIFT</b>									
HSA	8	8	8	8	8			40.0	1.0
Medical Director	8		8		4			20.0	0.5
RN	16	16	16	16	16	16	16	112.0	2.8
LPN	8	8	8	8	8	8	8	56.0	1.4
Dentist			8					8.0	0.2
Dental Assistant			8					8.0	0.2
Medical Records Supervisor	8	8	8	8	8			40.0	1.0
Unit Clerk	8	8	8	8	8			40.0	1.0
<b>EVENING SHIFT</b>									
RN	8	8	8	8	8	8	8	56.0	1.4
LPN	8	8	8	8	8	8	8	56.0	1.4
<b>NIGHT SHIFT</b>									
RN	8	8	8	8	8	8	8	56.0	1.4
<i>TOTAL HOURS/FTE per week</i>								<b>492.0</b>	<b>12.3</b>



**SCHEDULE B**

**PRICING TABLE**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Start Date	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
End Date	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016
Base Price, annual	\$2,175,855	\$2,264,095	\$2,356,822	\$2,454,273	\$2,556,697
Base Price, monthly	\$181,321.27	\$188,674.62	\$196,401.87	\$204,522.74	\$213,058.06
Per Diem rate	\$3.88	\$4.11	\$4.36	\$4.62	\$4.90
Catastrophic Limitations					
Off-Site Services	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Pharamaceuticals	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

Per Diem rate will be applied when average monthly population exceeds 500 inmates for a given month.

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Dawn Catera Lupi  
First Assistant

Michael A. Coluzza  
First Assistant

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

Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson  
John J. Raspante  
Joshua L. Bauer  
Patrick F. Scully  
Christopher D. Hameline  
Steven P. Feiner

FN 20 12-094

PUBLIC SAFETY

WAYS & MEANS

January 17, 2012



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

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2012 budgetary transfer within the District Attorney/Drug Enforcement Task Force cost centers to hire a part-time Confidential Investigator to assist with the administrative functions of the Drug Enforcement Task Force:

TO:

A3430.102 Drug Enforcement Task Force, Temporary Help.....\$5,500

FROM:

A1165.101 District Attorney, Salaries.....\$5,500

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

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

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

Date 1/20/12

The Honorable Anthony J. Picente, Jr.  
January 17, 2012  
Page Two

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott D. McNamara". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. David J. Wood, Majority Leader  
Hon. Frank Tallarino, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

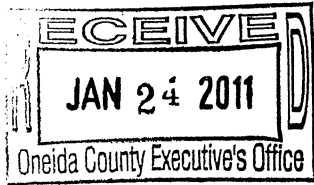
Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Dawn Catera Lupi  
First Assistant

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

Robert L. Bauer  
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John J. Raspante  
Joshua L. Bauer  
Patrick F. Scully  
Christopher D. Hameline  
Steven P. Feiner

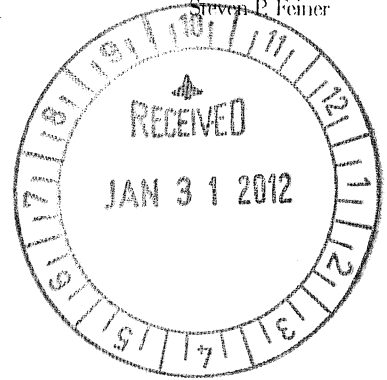


January 20, 2012

FN 20

12-095

PUBLIC SAFETY



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

**WAYS & MEANS**

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2012 supplemental appropriation within the District Attorney's Law Enforcement cost center to purchase three tasers and a radar for the Yorkville Police Department:

TO:

A1162.295 Law Enforcement, Other Equipment \$8,000

This supplemental appropriation will be fully funded by:

A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$8,000

This 2012 supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

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

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

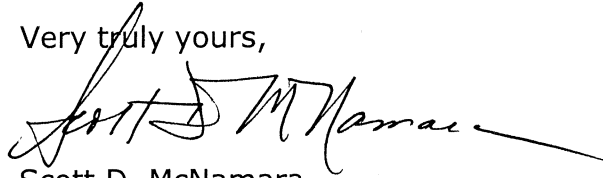
Date 1/26/12

The Honorable Anthony J. Picente, Jr.  
January 20, 2012  
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,



Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. David J. Wood, Majority Leader  
Hon. Frank Tallarino, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

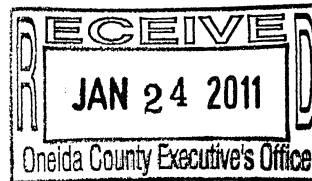
Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Laurie Lisi  
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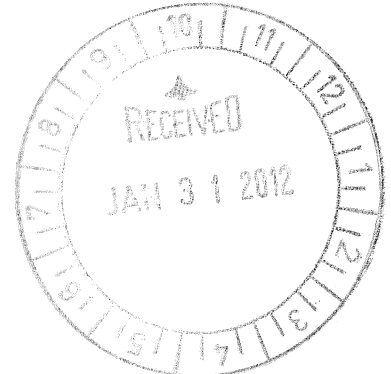
Dawn Catera Lupi  
First Assistant

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Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson  
John J. Raspante  
Joshua L. Bauer  
Patrick F. Scully  
Christopher D. Hameline  
Steven P. Feiner



January 20, 2012

FN 20 12-096



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

PUBLIC SAFETY  
WAYS & MEANS

Dear Mr. Picente:

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

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

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

Thank you.

Very truly yours,

Scott D. McNamara  
Oneida County District Attorney

se

Encs. State Billing 2011 Summary of Cases  
State Aid Voucher  
Proposed Resolution

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

Anthony J. Picente, Jr.  
County Executive

Date 1/20/12

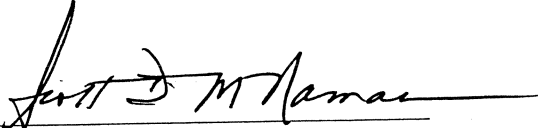
STATE BILLING 2011  
SUMMARY OF CASES

INMATE	TOTAL
Jose Abreu	329.96
Lawrence Cohen	496.43
Arday Colbert	213.29
David Costanza	183.87
Eric Cuevas	372.50
Melvin Gardner	326.68
Yusuf Ismail	141.13
John Mejia	304.76
John Patterson	111.17
John Patterson	1,058.52
Peter Robison	206.05
Total	\$3,744.36

Time expended on 01/11/12 by Susan Engesser preparing state billing for reimbursement:  
one hour at \$31.41 per hour = \$31.41 plus 49.3% in fringe benefits = \$46.89

Total	\$3,744.36
Grand Total	\$3,791.25

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

  
\_\_\_\_\_  
Scott D. McNamara  
Oneida County District Attorney

## PROPOSED RESOLUTION

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

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

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

**WHEREAS**, the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by: Jose Abreu, Lawrence Cohen, Arday Colbert, David Costanza, Eric Cuevas, Melvin Gardner, Yusuf Ismail, John Mejia, John Patterson (two) and Peter Robinson amount to \$3,791.25, now, therefore,

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



STATE OF NEW YORK

# STATE AID VOUCHER

Voucher No.

1 Originating Agency <i>NYS Dept of Corrections</i>		Orig. Agency Code		Interest Eligible (Y/N) <i>N</i>	
Payment Date (MM) (DD) (YY) <i>1 / 1</i>		OSC Use Only		Liability Date (MM) (DD) (YY) <i>1 / 1</i>	
2 Payee ID <i>156-00-0460</i>	Additional	3 Zip Code <i>13501</i>	Route	Payee Amount	
4 Payee Name (Limit to 30 spaces) <i>Oneida County</i>			IRS Code	IRS Amount	
Payee Name (Limit to 30 spaces) <i>District Attorney</i>			Stat. Type	Statistic	Indicator-Dept. / Indicator-Statewide
Address (Limit to 30 spaces) <i>800 Park Avenue</i>			5 Ref/Inv. No. (Limit to 20 spaces) <i>A2306 State Inmates</i>		
Address (Limit to 30 spaces)			Ref/Inv. Date (MM) (DD) (YY) <i>1 / 1</i>		
City (Limit to 20 spaces) <i>Utica</i>		(Limit to 2 spaces) → State <i>NY</i>	Zip Code <i>13501</i>		

6 Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount	
			Dollars	Cents
		<i>Expenses associated with the investigation and prosecution of alleged crimes committed by inmates of the NYS Correctional Facilities as per attached list</i>	<i>3,791</i>	<i>25</i>

7 State Aid Program or Applicable Statute:	TOTAL	<i>3,791</i>	<i>25</i>
8 Payee Certification: I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.	Less Receipts		
→ Signature in Ink <i>Rosey M. Ferguson</i> Title <i>Comptroller</i> Name of Municipality <i>Oneida County</i>	NET		
Date <i>1/19/2012</i>	<i>100%</i> State Aid Claimed	<i>3,791</i>	<i>25</i>

FOR STATE AGENCY USE ONLY

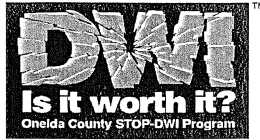
STATE COMPTROLLER'S PRE-AUDIT

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

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

# Oneida County Office of Traffic Safety / STOP-DWI Program

Anthony J. Picente Jr.  
Oneida County Executive



Michael S. Colangelo  
STOP-DWI Administrator

December 5, 2011

FN 20 12-097

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

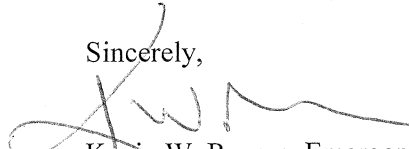
Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County STOP-DWI Program and the Oneida County District Attorney's Office.

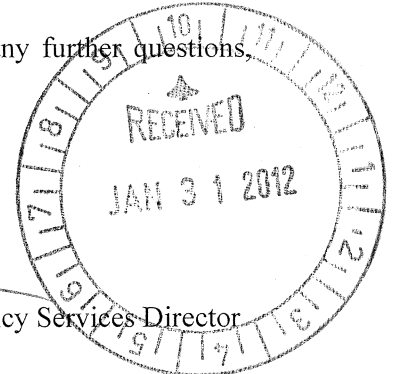
This agreement provides for \$70,000.00 in funding in 2012 to continue *partial funding of one full-time assistant District Attorney position and clerical assistance of a clerk/typist. The assistant District Attorney will be responsible for spearheading the swift prosecution and coordination of all driving 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.

Sincerely,

  
Kevin W. Revere, Emergency Services Director



ALIVE  
AN/25

Oneida County Emergency Services • 200 Base Road • Suite 3 • Oriskany, NY 13424  
Office of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943  
Fax: 315.736.8958 • E-mail [stopdwi@ocgov.net](mailto:stopdwi@ocgov.net) • [www.ocgov.net](http://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, 2012 – December 31, 2012

**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 1<sup>st</sup> day of **January, 2012** 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 15<sup>th</sup> 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, 2012 – December 31, 2012.**

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**

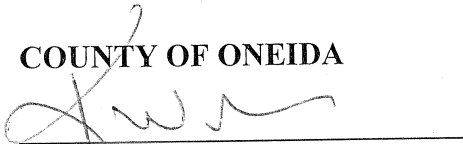


**BY: Hon. Scott D. McNamara**  
**Title: District Attorney**

12/14/11

**DATE**

**COUNTY OF ONEIDA**



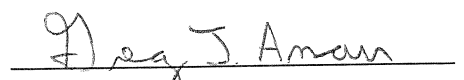
**BY: Kevin W. Revere**  
**Title: Emergency Services Director**

11/11/12

**DATE**

\_\_\_\_\_  
**BY: Hon. Anthony J. Picente, Jr.**  
**Title: Oneida County Executive**

\_\_\_\_\_  
**DATE**

  
\_\_\_\_\_  
**Approved as to form –**  
**Oneida County Attorney's Office**

**SCHEDULE "A"**

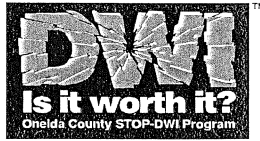
In accordance with the **AGREEMENT** between the **ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE** and the **ONEIDA COUNTY STOP-DWI Program**, the **ONEIDA COUNTY DISTRICT ATTORNEY'S OFFICE** shall receive the following:

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**

# Oneida County Office of Traffic Safety / STOP-DWI Program

Anthony J. Picente Jr.  
Oneida County Executive



Michael S. Colangelo  
STOP-DWI Administrator

December 14, 2011

FN 20 12-098

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 2012 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/plea 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,

*Kevin W. Revere*  
**Emergency Services Director**



Oneida County Emergency Services ▪ 200 Base Road ▪ Suite 3 ▪ Oriskany, NY 13424  
Office of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943  
Fax: 315.736.8958 ▪ E-mail [stopdwi@ocgov.net](mailto:stopdwi@ocgov.net) ▪ [www.ocgov.net](http://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, 2012 – December 31, 2012

**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 2012**, 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 15<sup>th</sup> 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.

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.

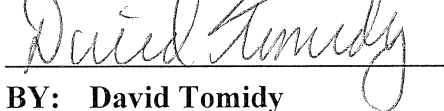
7. **Miscellaneous Provisions:** Annexed hereto and made a part hereof as Appendix A, are additional terms, covenants and conditions which the respective parties agree to be bound by and follow as part of the within Agreement.

8. This **AGREEMENT** shall run from: **January 1, 2012 – December 31, 2012.**

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**.

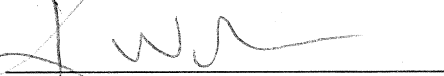
**ONEIDA COUNTY PROBATION DEPARTMENT**

  
BY: David Tomidy

Title: Director

  
DATE

**COUNTY OF ONEIDA**

  
BY: Kevin W. Revere

Title: Emergency Services Director

  
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. **\$80,000.00** 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. Additionally, funding may be utilized 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.
  
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.

**TOTAL COST OF THIS AGREEMENT: \$80,000.00**

# Oneida County Office of Traffic Safety / STOP-DWI Program

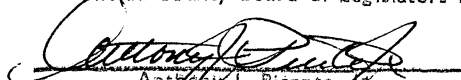
Anthony J. Picente Jr.  
Oneida County Executive



Michael S. Colangelo  
STOP-DWI Administrator

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

December 5, 2011

  
Anthony J. Picente, Jr.  
County Executive

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

FN 20 12-095 Date 1/26/12  
PUBLIC SAFETY  
WAYS & MEANS

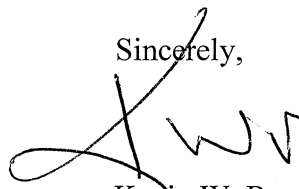
Dear County Executive Picente:

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 Sheriff's Office.

This agreement provides for \$189,060.00 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,



Kevin W. Revere, Emergency Services Director



Oneida County Emergency Services • 200 Base Road • Suite 3 • Oriskany, NY 13424  
Office of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8943  
Fax: 315.736.8958 • E-mail [stopdwi@ocgov.net](mailto:stopdwi@ocgov.net) • [www.ocgov.net](http://www.ocgov.net)



**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, 2012 – December 31, 2012

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: \$189060**

**Oneida County Dept. Funding Recommendation: \$189060 (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 1<sup>st</sup> day of January 2012, 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 \$189060.00 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 15<sup>th</sup> 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.

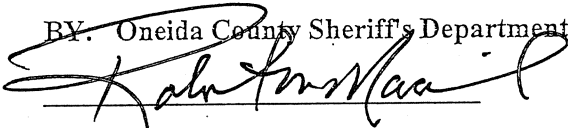
6. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by 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.

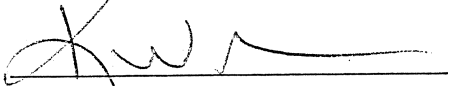
8. This AGREEMENT shall run from: January 1, 2012 – December 31, 2012.

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.

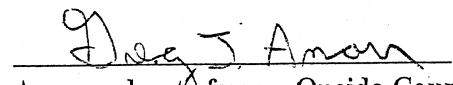
BY: Oneida County Sheriff's Department  
  
DATE 12/9/11

Title: SHERIFF

  
DATE 11/1/12

BY: Kevin W. Revere  
Title: Emergency Services Director

\_\_\_\_\_  
BY: 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 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. \$189060.00 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: \$189060.00**



**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, 2012 – December 31, 2012

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: \$189060**

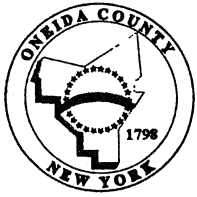
**Oneida County Dept. Funding Recommendation: \$189060 (A3313.109)**

**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:**



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**

County Executive  
ce@ocgov.net

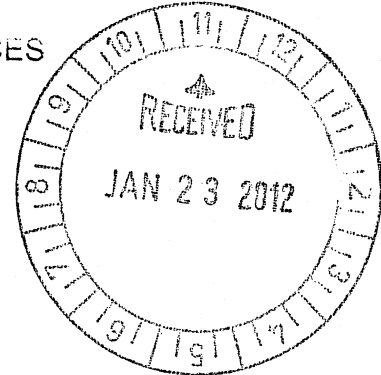
ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

FN 20 12 - 100

January 17, 2012

HEALTH & HUMAN SERVICES  
**WAYS & MEANS**

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



RE: Appointment of the Director of Veteran Services

Honorable Members:

Pursuant to Article XX, Section 2005 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Joseph Perrone to the office of Director of Veteran Services.

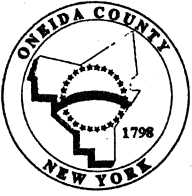
Joe Perrone has proven to be a valuable resource and service provider to our veteran community in Oneida County. As a veteran himself, Joe recognizes the importance of supporting and promoting the interests of those men and women who have served their country and the vital role the County plays in networking with and assisting this segment of our population.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Joseph Perrone



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**

County Executive

ce@ocgov.net

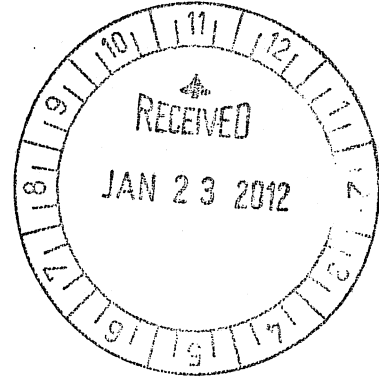
ONEIDA COUNTY OFFICE BUILDING  
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UTICA, NEW YORK 13501  
(315) 798-5800  
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January 17, 2012

FN 20 12 - 101

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

HEALTH & HUMAN SERVICES  
**WAYS & MEANS**



RE: Appointment of the Director of Public Health

Honorable Members:

Pursuant to Article XI, Section 1102 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Gayle D. Jones, PhD., as Director of the Oneida County Public Health Department.

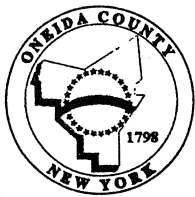
Dr. Jones has brought her expertise and hard work to the application of health and environmental standards in the County and has provided careful oversight to the County's efforts to reach out to and educate the public in health matters.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

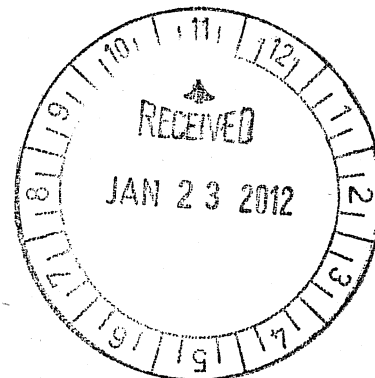
Cc: Gayle D. Jones, PhD



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**  
County Executive  
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
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www.ocgov.net



FN 20 12-102

January 17, 2012

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

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

RE: Appointment of the Director of the Office for Aging/Continuing Care

Honorable Members:

Pursuant to Article XXV, Section 2501 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my re-appointment of Michael J. Romano to the position of Director of the Office for the Aging/Continuing Care.

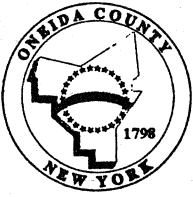
Mr. Romano's management and oversight of this important office has improved the lives of those individuals seeking assistance and guidance from the County in matters related to our most valued citizens. His compassion and kindness has put a very human face on the rendition of these services.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

Anthony J. Picente, Jr.

Cc: Michael J. Romano



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**  
County Executive  
ce@ocgov.net

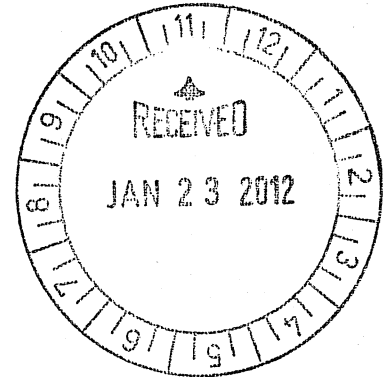
ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

January 17, 2012

FN 20 12-103

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

HEALTH & HUMAN SERVICES  
**WAYS & MEANS**



RE: Appointment of the Director of Workforce Development

Honorable Members:

Pursuant to Article XX, Section 2005 of the Oneida County Charter, I respectfully request the Board of Legislators' confirmation of my appointment of David Mathis to the office of Workforce Development Director.

Dave Mathis has been and continues to be a valued member of my administration. His efforts to increase and improve the employment numbers and prospects of this community will continue to be an important part of my vision for turning around the fortunes of this County.

I would appreciate the Board's action on this request at its earliest opportunity.

Very truly yours,

  
Anthony J. Picente, Jr.

Cc: David Mathis



David L. Mathis  
Director, Workforce Development

Anthony J. Picente, Jr.  
Oneida County Executive

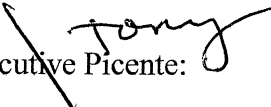
FN 20 12-104

January 25, 2012

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente: 

Attached for your approval are five (5) copies of a Purchase of Services Agreement (DSS / EP-12-01) that has been reviewed and is recommended for your signature. By means of the attached Agreement, Oneida County Workforce Development contracts with the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc., to provide Oneida County Department of Social Services with employment functions for employable recipients of TANF assistance.

This Agreement covers the period January 1, 2012 - December 31, 2012 and has a total budget of \$550,237.00. **It is completely funded by the Department of Social Services.**

**Board of Legislators' approval is required.**

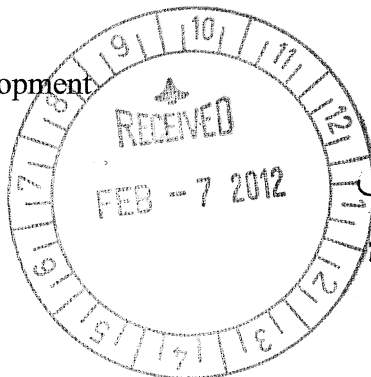
Please sign and date the attached Agreements where clipped, and return them to Anthony Ricci of my staff (ext. 5908).

If you have any questions, please feel free to contact me. Thank you.

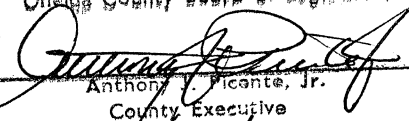
Sincerely,



David Mathis, Director  
Oneida County Workforce Development



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2/3/12

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

**Name of Proposing Organization:**

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

**Title of Activity or Services:**

DSS Employment Unit

**Proposed Dates of Operations:**

January 1, 2012 through December 31, 2012

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

Eligible employable TANF Recipients.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** The Oneida County Department of Social Services desires to delegate the functions of its Employment Unit to Oneida County Workforce Development and has provided the funds necessary to accomplish this goal.

Oneida County Workforce Development, in turn, will contract with the Workforce Investment Board of Herkimer, Madison, and Oneida Counties, Inc. to hire personnel to staff the Employment Center Unit.

Employment Center services will be provided to the Department of Social Services' employable Family Assistance (FA), Temporary Assistance for Needy Families (TANF) and Safety Net (SN) recipients of Temporary Assistance.

Duties to be performed will include, but will not be limited to the following:

All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to New York State mandates and the Department of Social Services' local Employment Policy plan, which is reported to the New York State Office of Temporary and Disability Assistance (OTDA) immediately, but not after the 15th of the following calendar month in order to derive statistics and participation rates. Reporting is accomplished via a PC-based database -- the Case Management System (CMS) -- which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).

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

Orientation and assessment, which has specific mandatory components, including state and local forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol, domestic violence forms, employability plans, etc., as well as supportive services, including but not limited to childcare and transportation assistance, as well as diversion from Temporary Assistance and transitional services upon case closing, which are a required part of any assessment.

**2). Program/Service Objectives and Outcomes** The objective of this program is to assist eligible employable TANF and Safety Net recipients find sustainable employment thereby reducing or eliminating their need for public assistance.

**3). Program Design and Staffing Level -** Staffing will include all or some of the following: (1) full-time coordinator, (1) full-time Senior Employment Advisor, (9) full-time Employment Advisors, and (1) Principal Account Clerk.

**Total Funding Requested:** \$ 550,237.00

**Mandated or Non-mandated:** Mandated.

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

<b>Federal</b>	100 % =	\$ 550,237.00
<b>State</b>	0 % =	\$ 0
<b>County</b>	0 % =	\$ 0

**Cost Per Client Served:**

**Past performance Served:** This Agreement represents the first full year of the transition of DSS Employment Unit functions to Oneida County Workforce Development. Caseload during 2011 was approximately 1,800.

**O.C. Department Staff Comments:** This Agreement consolidates employment services under the auspices of Oneida County Workforce Development.



HERKIMER-MADISON-ONEIDA CONSORTIUM WORKFORCE INVESTMENT ACT

WORKFORCE INVESTMENT BOARD OF HERKIMER, MADISON AND ONEIDA COUNTIES

*DSS EMPLOYMENT CENTER PROJECT*

This Agreement is entered by and between the

HERKIMER-MADISON-ONEIDA CONSORTIUM, a tri-county arrangement established by the Counties of Herkimer, Madison and Oneida of the State of New York, with its administrative offices located at 209 Elizabeth Street, Utica, New York 13501, (hereinafter referred to as the Consortium), and the

WORKFORCE INVESTMENT BOARD of HERKIMER, MADISON and ONEIDA COUNTIES, with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as the Contractor).

W I T N E S S E T H

WHEREAS, the Consortium has entered into an Agreement with the Governor of the State of New York to implement an employment and training program in the Counties of Herkimer, Madison and Oneida, pursuant to the provisions of the Workforce Investment Act of 1998 (W.I.A.) (P.L. 95-220), and

WHEREAS, the Consortium has received a grant from the Oneida County Department of Services to develop a comprehensive workforce development program known as The Employment Center project to assist public assistance applicants and welfare recipients for jobs and to place them in unsubsidized employment, and

WHEREAS, the Consortium desires to enter into an Agreement with the Contractor to assist the Consortium in performing the duties necessary to implement the wide variety of Employment Center services in Oneida County,

NOW THEREFORE, the Contractor agrees to perform the functions set forth under the terms and conditions established in this Agreement and the Employment Center Project as follows:

1. TERM. The term of this Agreement shall commence on January 1, 2012 and expire on December 31, 2012.
2. THE WORK. The Contractor agrees to perform the activities described in the Program Narrative of this contract (Exhibit A), attached hereto and made a part of this Agreement.

3. COSTS.

A. The Consortium agrees to expend an amount up to, but not to exceed five hundred fifty thousand, two hundred thirty-seven and 00/100 dollars (\$550,237.00) to be paid to the Contractor for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, Exhibit B. Payments from the Consortium to the Contractor in consideration of the Contractor's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to the Consortium.

B. It is understood and agreed that the Consortium will not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of the Agreement.

C. Upon termination of this Agreement, and based upon a final statement of costs and performance, the Contractor will either refund to the Consortium any unencumbered monies in its possession, or if the total cost exceeds the amount advanced, the Contractor will submit a final bill for the amount due.

#### 4. MODIFICATIONS.

The Consortium reserves final decision-making authority over all proposed modifications, major or minor, to this contract. All modifications to the term, purpose, budget line expenditures or contract amount must be made by amendment to this contract and signed by both the Contractor and the Consortium. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by new County, Federal and/or State Regulations.

#### 5. RECORDS AND REPORTING.

A. The Contractor shall record all costs incurred in the fulfillment of the terms of this Agreement. It is agreed that the Consortium's standard voucher will be submitted to the Consortium in triplicate, and that a monthly estimate of expenditures is provided to the local Consortium office. Also, a report of actual expenditures will be submitted on or before the fifth day of the month for the expenditures incurred during the previous month. The Contractor is responsible for providing monthly reports to the Consortium administrative offices, including participant characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium on forms provided by the same, no later than the tenth (10th) calendar day following the close of the month.

#### 6. CONDITIONS.

A. The Contractor will abide by all applicable terms and conditions imposed and required by any Agreement between the Consortium and the Governor of the State of New York, especially the Consortium Five Year Local Workforce Investment Plan, and further will abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York or the Consortium.

B. The State of New York, represented by the Governor, is not a party hereto and no legal liability on the part of the State is implied under the terms and conditions of this subcontract; any liabilities, legal actions or disputes as may arise under this subcontract are between the parties hereto.

C. Officers, agents, directors and employees of the Contractor covenant and agree that they will conduct themselves consistent with such status: that they will neither hold themselves out as, nor claim to be, officers or employees of the Consortium or its agents, and they 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 Consortium or its agents, including, but not limited to Worker's Compensation coverage, insurance benefits, Social Security coverage or retirement membership or credit.

D. Further, the Contractor shall comply with all Federal, State and local Regulations relative to the performance of this Agreement, shall relieve the Consortium, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the Contractor, direct or indirect, and shall indemnify and save harmless the Consortium, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the Consortium, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.

7. ANTIDISCRIMINATION. Section 188 of the Workforce Investment Act of 1998 (WIA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program activity. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under W.I.A.

8. RESERVATION. All powers not explicitly vested in the Contractor by this Agreement remain with the Consortium.

9. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the performance related thereto between the Consortium and the Contractor, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all Federal, State and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply.

10. ADMINISTRATIVE AND MANAGEMENT CONTROLS. The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.

11. ASSURANCES AND CERTIFICATIONS. The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.

12. TERMINATION.

A. Either the Consortium or the Contractor may terminate this Agreement without penalty upon two weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. The Consortium is subject to compliance with the applicable rules and regulations of the State of New York, as the same applies to any work to be performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to date of termination, or refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor.

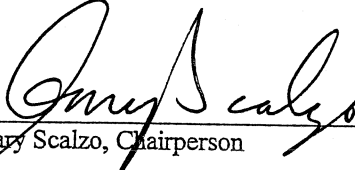
B. In the event that the State of New York terminates its Agreement with the Consortium, or imposes restrictions in funding or a freeze of operations, the Consortium shall be entitled to a waiver of the two-week notice requirement discussed in Section 12.A. and shall immediately notify the Contractor in writing of such action. Upon receipt of such notice, the Contractor shall immediately comply with and implement such Consortium direction.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

For the Herkimer-Madison-Consortium:

For the Contractor:

\_\_\_\_\_  
BY Anthony J. Picente, Jr. Oneida County Executive

  
\_\_\_\_\_  
BY Gary Scalzo, Chairperson

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

*Approved As To Form*

\_\_\_\_\_  
BY Oneida County Attorney

\_\_\_\_\_  
DATE

## PROGRAM NARRATIVE

The Oneida County Department of Social Services desires to delegate the functions of its Employment Unit to Oneida County Workforce Development and has provided the funds necessary to accomplish this goal.

Oneida County Workforce Development, in turn, will contract with the Workforce Investment Board of Herkimer, Madison, and Oneida Counties, Inc. to hire personnel to staff the Employment Center Unit.

Employment Center services will be provided to the Department of Social Services' employable Family Assistance (FA), Temporary Assistance for Needy Families (TANF) and Safety Net (SN) recipients of Temporary Assistance.

Duties to be performed will include, but will not be limited to the following:

- All assessments, employability plans, referral to activity, assignment to activity, actual attendance monthly, job attainment/loss, non-compliance, conciliation, end of activity, and narration on each case activity must be done according to New York State mandates and the Department of Social Services' local Employment Policy plan, which is reported to the New York State Office of Temporary and Disability Assistance (OTDA) immediately, but not after the 15<sup>th</sup> of the following calendar month in order to derive statistics and participation rates. Reporting is accomplished via a PC-based database -- the Case Management System (CMS) -- which is updated and maintained by OTDA and coordinated with the Welfare Management System (WMS).
- Communication with corresponding Temporary Assistance Worker pertinent information concerning each case will include, but will not be limited to: employability code changes, reimbursement requests, activity updates, and other general information concerning cases which could have an impact on budgeting or eligibility.
- Orientation and assessment, which has specific mandatory components, including state and local forms, agreements, HIPAA acknowledgements, medical/psychiatric, drug-alcohol, domestic violence forms, employability plans, etc., as well as supportive services, including but not limited to childcare and transportation assistance, as well as diversion from Temporary Assistance and transitional services upon case closing, which are a required part of any assessment.

As part of this Agreement, the commissioner of Social Services reserves the right to evaluate the job performance of the program, including individuals chosen to perform the work, and has the right to have reassigned any employee performing under the contract.

First Year staffing will include all or some of the following: (1) full-time coordinator, (1) full-time Senior Employment Advisor, (9) full-time Employment Advisors, and (1) Principal Account Clerk.

**ADMINISTRATIVE AND MANAGEMENT CONTROLS OF THE HERKIMER-MADISON-ONEIDA CONSORTIUM**

**I. Recruitment and Selection of Participants**

A. The Consortium in its Comprehensive Five-Year Local Plan has designated that priority for Title I Adult training and intensive services will be given to low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment. Title I will also serve WIA-eligible dislocated workers. Title I youth services will be particularly targeted toward low income WIA-eligible youth with other characteristics that include basic literary skills deficiency, school dropout, homeless, runaway or foster child, pregnant and/parenting, and offender. The Contractor understands and agrees that individuals from these targeted groups will be referred from the Consortium's Intake/Assessment Unit for enrollment into activities agreed to herein.

B. Prior to enrollment, all clients must be certified eligible by the Consortium Intake/Assessment staff. The Contractor may select desired program participants and then notify both the Consortium and the applicant of his/her selection.

C. When an individual is enrolled in the program, both the Consortium Case Managers and the Contractor shall provide the participant with a thorough orientation to the WIA program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

**II. Service Area**

The Consortium assures that its program participants reside within the counties of Herkimer, Madison and Oneida. A resident is defined as principally dwelling within the Consortium's applicable Local Workforce Investment Area (L.W.I.A.), as described herein, at the time of application and also at the time of selection for any activities.

**III. Contractors's Responsibilities to Job Training Participants**

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

**IV. Participant Payroll Procedures**

Selected participants receiving wages (e.g., those on Work Experience, Try-Out Employment, etc.) will be entered into the Consortium's payment system for receipt of wages and fringe benefits, or supportive services payments.

**V. Advance Payments**

An advance payment of any kind is not allowed under this Agreement.

**VI. Reporting Requirements**

A. The Contractor is responsible for providing monthly reports to the Consortium, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium Offices on forms provided by the Consortium, no later than the tenth (10<sup>th</sup>) calendar day following the close of the month.

B. A *Contractors's Final Report* package may be provided to the Contractor by the Consortium. The Contractor will submit the required information to the Consortium Office after all financial transactions with the Consortium have been completed and within thirty (30) days after the termination date of this Agreement.

**VII. Monitoring Requirements**

The Consortium and the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc. will each monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

**VIII. Procurement/Materials and Supplies**

A. The Contractor agrees that it will comply with the Procurement Guidelines as mandated by the Federal regulations 20CFR Section 627.420, sub part D Administrative Standards, and as outlined in written Consortium procedures.

B. The Contractor is responsible for the care and custody of all materials and supplies purchased with WIA funds during the term of this Agreement.

C. Expendable materials and supplies allowable under WIA shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.

D. The disposition of any and all unexpended materials will be determined by the Consortium at the termination of this Agreement.

#### **IX. Performance Assessment**

A. The Consortium, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for WIA, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The Consortium will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the Consortium, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the Consortium to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the Consortium.

C. The Contractor will assure the purposeful and effective use of WIA funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the Consortium of any programmatic problems.

D. The Contractor shall cooperate fully with the Consortium in re-planning efforts, and will submit, upon request of the Consortium, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

#### **X. Non-Discrimination/Equal Opportunity**

The Contractor assures, with respect to the operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act (W.I.A.) of 1998 (Section 188); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

#### **XI. Grievances**

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the Consortium, as described in its Comprehensive Five Year Local Plan.

B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the Consortium Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20210.

#### **XII. Non-Assignment/Subcontracting**

The Contractor understands that this Agreement may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the Consortium. Any attempts to assign this Agreement without the Consortium's written consent are null and void.

#### **XIII. Termination for Convenience**

The Consortium may terminate this Agreement whenever, for any reason, the Consortium determines that such a termination is in the best interest of the Consortium. After receipt of a written Notice of Termination from the Consortium Director, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

#### **XIV. Other Information**

The Consortium reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations under WIA. The Consortium further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the Consortium under the grant agreement between the Consortium and the Governor of the State of New York, and any and all revisions thereof as they may be made by law, administrative regulation, order, rule or directive.

**XV. Regulatory Compliance**

A. 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.

B. 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 the performance of this contract will be delivered exclusively to Oneida-Herkimer Authority facilities.

C. It is expressly understood that Oneida County Government is supportive of Communities That Care and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support Oneida County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

(revised 12/09)

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the Workforce Investment Act and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 95-220), hereinafter referred to as the Act), and with the regulations and policies of the State of New York issued pursuant to the Act, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the Consortium, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the Consortium.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry Worker's Compensation statute.
13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under the Act shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the Consortium.



19. Funds under the Act will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
20. No program funds under the Act will be used to subsidize political activities of any kind.
21. No program funds under the Act will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

(revised 12/09)

EXHIBIT E  
DEBARMENT & SUSPENSION  
DRUG FREE WORKPLACE

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).



# ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

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

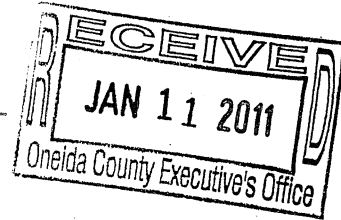
## ADMINISTRATION

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

January 9, 2012

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 113501

FN 20 12-105



HEALTH & HUMAN SERVICES

Dear Mr. Picente:

### WAYS & MEANS

As you are aware, The Education and Transportation of Handicapped Children Program is a state mandated program that provides special education, therapeutic, and transportation services to three and four year old children with disabilities according to provisions under Section 4410 of the New York State Education Law.

The 2011 tuition budget was developed with an anticipated enrollment of 173 students for the period of September 1, 2011 through December 31, 2011. As of September 21, 2011, an agency provider was granted approval by the State Department of Education to open an additional three (3) classrooms. This resulted in an unanticipated enrollment of thirty six (36) more students. To accommodate this increase in tuition, the Oneida County Health Department is requesting the following transfer for the 2011 fiscal year.

From: A2960.19512 – EHC – Evaluations.....	\$ 20,000
A2960.4956 – EHC – Transportation.....	380,000
Total:	\$400,000

To: A2960.4957 – EHC – Tuition.....	\$400,000
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Please request the Board to act on the above-mentioned at their earliest convenience. If you have any questions, please do not hesitate to contact me.

Sincerely,

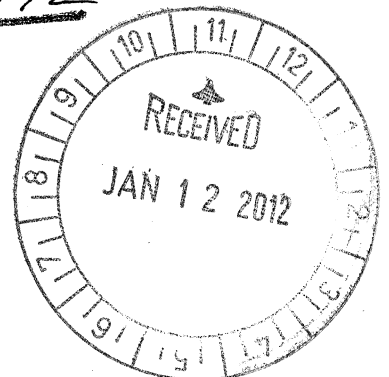
Gayle D. Jones, PhD., MPH, CHES  
Director of Health

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

ry

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

Date 1/11/12



# ONEIDA COUNTY HEALTH DEPARTMENT

*A Adirondack Bank Building, 5<sup>th</sup> 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 18, 2011

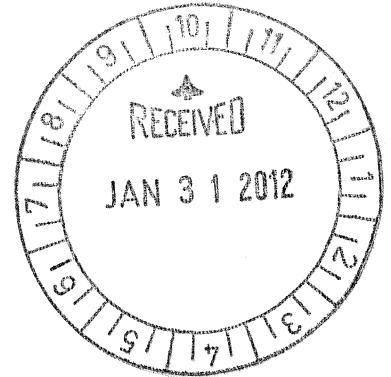
Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 12-106

HEALTH & HUMAN SERVICES

## WAYS & MEANS

Re: Childhood Lead Poisoning  
Prevention Program C-026522



Dear Mr. Picente:

Attached are five (5) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Childhood Lead Poisoning Prevention Program.

The Lead Program through the Oneida County Health Department will effectively administer a Lead Poisoning Prevention Program with appropriate staff responsible for carrying out activities for a comprehensive lead poisoning prevention program. Education will be provided with key medical and allied health professionals and the public, including families, for awareness of the dangers of lead for children and pregnant women and have basic knowledge about ways to prevent or reduce lead exposure. All children and pregnant women are tested for lead poisoning consistent with requirements outlined in NYS Public Health Law, Administrative Rules and Regulations and guidelines. All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with Public Health Law, Administrative Rules and Regulations and guidelines. Lead hazards in the community are identified and controlled before children become lead poisoned.

The term of this grant shall become effective on October 1, 2011 and remain in effect through September 30, 2012. Reimbursement to Oneida County is in the amount of \$204,807 and is 100% funded. This grant is being submitted for approval after the commencement date due to the grant's receipt on January 12, 2012.

This is a mandated program.

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

Feel free to contact me at 798-5220 should you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle D. Jones".

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

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.  
County Executive

Date 1/26/12

attachments  
ry

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

**DIVISION:** Environmental Health

**C-026522**

**NAME AND ADDRESS OF VENDOR:** New York State Department of Health  
Bureau of Maternal and Child Health  
Administration Unit, Empire State Plaza  
Corning Tower, Room 878  
Albany, New York 12237-0657

**VENDOR CONTACT PERSON:** Donna Hoinski, Health Program Administrator

**SUMMARY STATEMENTS:** Local Health Departments will effectively administer a Lead Poisoning Prevention Program with appropriate staff responsible for carrying out activities for a comprehensive lead poisoning prevention program. Provide education with key medical and allied health professionals and the public, including families, for awareness of the dangers of lead for children and pregnant women and have basic knowledge about ways to prevent or reduce lead exposure. All children and pregnant women are tested for lead poisoning consistent with requirements outlined in NYS Public Health Law, Administrative Rules and Regulations and guidelines. All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with Public Health Law, Administrative Rules and Regulations and guidelines. With relation to primary prevention, lead hazards in the community are identified and controlled before children become lead poisoned.

**PREVIOUS CONTRACT YEAR:** October 1, 2010 through September 30, 2011

**TOTAL:** \$146,087

**THIS CONTRACT YEAR:** October 1, 2011 through September 30, 2012

**TOTAL:** \$204,807

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

**FUNDING SOURCE:** A3415

Less Revenues	-0-
State Funds	\$204,807
County Dollars – Previous Contract	\$ -0-
County Dollars – This Contract	\$ -0-

**SIGNATURE:** Gayle D. Jones, Ph.D., MPH, CHES

**DATE:** January 18, 2012

Signature Page for:

Contract Number: C-026522

Contractor: Oneida County Health Department

Amendment Number X-1

-----  
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

By: \_\_\_\_\_  
Brian M. Miga  
Assistant County Attorney

STATE OF NEW YORK            )  
  )    SS:  
County of \_\_\_\_\_         )

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: Bradley Hutton

Title: Director, Center for Community Health

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_



Agency Code 12000  
APPENDIX X

Contract Number: C-026522

Contractor: Oneida County Health Department

Amendment Number X-1

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
- Replaces appendix(es) A (2006 revision) with the attached appendix(es) A(2011 revision).
- Adds the attached appendix(es) B-1 and D-1.
- Other: (describe) \_\_\_\_\_

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:

\$146,087.00

(Value before amendment)

From 10 / 01 / 10 to 09 / 30 / 11.

(Initial start date)

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

\$204,807.00

From 10 / 01 / 11 to 09 / 30 / 12.

This will result in new contract terms of:

\$350,894.00

(All years thus far combined)

From 10 / 01 / 10 to 09 / 30 / 12.

(Initial start date)

(Amendment end date)

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

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

retained the documentation of these efforts to be provided upon request to the State;

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

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



Appendix B-1  
 Table A

**LEAD POISONING PREVENTION PROGRAM  
 OPERATING BUDGET AND FUNDING REQUEST  
 Contract Period: October 1, 2011 - September 30, 2012**

	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
Total Personal Services	\$307,663.00	\$169,394.00	\$0.00	\$138,269.00	See Table A-1
Total Non Personal Services	\$57,407.00	\$35,413.00	\$0.00	\$21,994.00	See Table A-2
<b>GRAND TOTAL</b>	<b>\$365,070.00</b>	<b>\$204,807.00</b>	<b>\$0.00</b>	<b>\$160,263.00</b>	

Federal funds are being used to partially support this contract. Catalog of Federal Domestic Assistance (CFDA) number for these funds is: 93.994. Percentage of Federal Funds is 43.02%.

**Appendix B-1  
 Table A-1  
 LEAD POISONING PREVENTION PROGRAM  
 OPERATING BUDGET AND FUNDING REQUEST  
 Contract Period: October 1, 2011 - September 30, 2012**

**PERSONAL SERVICES**

Title	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
(List Personnel Budgeted)								
Public Health Director	\$78,296	1%	12	780.00	0.00		780.00	In-kind
Environmental Health Director	\$74,846	10%	12	7,485.00	0.00		7,485.00	In-kind
Fiscal Services Administrator	\$82,614	3%	12	2,478.00	0.00		2,478.00	In-kind
Assistant County Attorney	\$30,645	3%	12	919.00	0.00		919.00	In-kind
Public Education Coordinator	\$47,655	3%	12	1,430.00	0.00		1,430.00	In-kind
Program Coordinator	\$63,487	100%	12	63,487.00	63,487.00			
Family Education Specialist	\$45,703	25%	12	11,426.00	11,426.00			
Public Health Sanitarian	\$37,922	100%	12	37,922.00	0.00		37,922.00	In-kind
Data Manager	\$25,497	100%	12	25,497.00	0.00		25,497.00	In-kind
Outreach Worker	\$39,234	100%	12	39,234.00	39,234.00			
Principal Clerk	\$42,189	10%	12	4,219.00	0.00		4,219.00	In-kind
Principal Clerk	\$42,310	2%	12	846.00	0.00		846.00	In-kind
Public Health Educator	\$46,594	10%	12	4,659.00	0.00		4,659.00	In-kind
Public Health Educator	\$38,719	5%	12	1,936.00	0.00		1,936.00	In-kind
Sr. Public Health Sanitarian	\$57,583	5%	12	2,879.00	0.00		2,879.00	In-kind
Public Health Sanitarian	\$42,456	5%	12	2,123.00	0.00		2,123.00	In-kind
<b>Sub-Total Personnel Services</b>				207,320.00	114,147.00	0.00	93,173.00	
<b>Fringe Benefits* 48.4 %</b>				100,343.00	55,247.00		45,096.00	
<b>Total Personal Services</b>				\$307,663.00	\$169,394.00	\$0.00	\$138,269.00	

\* If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

Appendix B-1  
 Table A-2

LEAD POISONING PREVENTION PROGRAM  
 OPERATING BUDGET AND FUNDING REQUEST

Contract Period: October 1, 2011 - September 30, 2012

NON PERSONAL SERVICES Title	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
(List Budgeted Expenses)					
Office Supplies	1,500.00	1,500.00			
Postage/Mailings	1,400.00	1,400.00			
Printing	2,000.00	2,000.00			
Travel: Administrative	100.00	100.00			
Travel: Program	1,200.00	1,200.00			
Interpreter Services	7,200.00	4,970.00		2,230.00	In kind
Dust Wipe Laboratory Analysis	7,840.00	5,830.00		2,010.00	In kind
Blackberry	636.00	636.00			
Cleaning Supplies	587.00	587.00			
Dancing Bear Puppet Show	400.00	400.00			
Laptops	6,848.00	6,848.00			
RRP Refresher Course	135.00	135.00			
XRF Resourcing	2,755.00	343.00		2,412.00	In-kind
Quality Improvement Coordinator	15,342.00	0.00		15,342.00	In kind
Sampling Technician	9,464.00	9,464.00			
<b>Total Non Personal Services</b>	<b>\$57,407.00</b>	<b>\$35,413.00</b>	<b>\$0.00</b>	<b>\$21,994.00</b>	

**APPENDIX D-1**  
**LOCAL HEALTH DEPARTMENT (LHD) LEAD POISONING PREVENTION (LPPP) WORK PLAN**  
**Goals, Objectives, and Requirements**  
**October 1, 2011 – September 30, 2012**

**Contract Number: C-026522**

**Contractor: Oneida County Health Department**

**INSTRUCTIONS:** The work plan includes goals and objectives and minimum requirements consistent with the state lead elimination plan, Public Health Law and Administrative Rules and Regulations. Each LHD should plan specific activities to address the minimum requirements that will accomplish the objectives during the grant year based on the unique needs of their community. Each LHD should use the quarterly narrative reports to describe the activities and how progress is measured to validate outcomes and impact. If planned activities shift based on unanticipated circumstances, quarterly reports should indicate changes and/or modifications. Barriers to achieving activities or outcomes should be described as well as how activities may be modified to address these barriers.

Contractor: Oneida County Health Department

Contract Number: C-026522

Coordinator of LPPP: Kathleen Paciello, Program Coordinator  
E-mail: [kpaciello@ocgov.net](mailto:kpaciello@ocgov.net) Phone: (315) 798-5996

Fiscal Contact: Thomas Engle, Fiscal Services Administrator  
E-mail: [tengle@ocgov.net](mailto:tengle@ocgov.net) Phone: (315) 798-5080

Central and Regional office staff should be notified of any changes in contractor's information that occur during the grant period.

**SUMMARY STATEMENT:** Grant funds will be used to **support enhanced** local efforts to reduce the prevalence of elevated blood lead levels in children birth to 18 years through the implementation of a comprehensive lead poisoning prevention program which includes: public and professional outreach and education; collaboration with local health care providers for screening/testing, diagnostic evaluation, medical management, environmental interventions, and coordination of services for children 0-18 years with elevated blood lead levels.

**APPENDIX D-1**  
**LOCAL HEALTH DEPARTMENT (LHD) LEAD POISONING PREVENTION (LPPP) WORK PLAN**  
**Goals, Objectives, and Requirements**  
**October 1, 2011 – September 30, 2012**  
**Contractor: Oneida County Health Department**  
**Contract Number: C-026522**

**GOAL 1: Program Administration – Local Health Departments (LHD) will effectively administer a Lead Poisoning Prevention Program (LPPP)**

<p><i>comprehensive lead poisoning prevention program.</i></p> <p>Requirement:</p>	<p><i>Objective – LHD has all appropriate staff responsible for carrying out activities for a</i></p> <p>Develop and maintain an updated organizational chart to reflect current position, name and funding source(s) of all personnel, including any vacant positions. The organization chart should indicate formal or informal lines of communication between nursing and environmental staff including district office staff, if applicable, and the location of the LPPP within the organization. (Please submit with the first quarterly report each year.)</p>
<p><b>Objective –</b> LHD has appropriate and up-to-date policies and procedures in place to guide staff activities.</p> <p>Requirements:</p>	<p>Develop and maintain the LPPP nursing and environmental policy and procedures for daily use consistent with PHL, Regulations, guidelines and environmental health manual items (if applicable), orientation of new staff, and in-service education.</p> <p>Manuals are centrally located and available for use by local health department staff and for review by NYSDOH staff during the site visit review process or upon request.</p>
<p><b>Objective –</b> LHD has systems in place to identify exposure patterns and high-risk populations and communities in your county for strategic planning for lead poisoning prevention.</p> <p>Requirement:</p>	<p>Demonstrate (such as GIS maps, surveillance data, key informants, community partners) that LHD has capability to identify and assess high-risk populations annually.</p>

**APPENDIX D-1**  
**LOCAL HEALTH DEPARTMENT (LHD) LEAD POISONING PREVENTION (LPPP) WORK PLAN**  
**Goals, Objectives, and Requirements**  
**October 1, 2011 – September 30, 2012**

**Contract Number: C-026522**

**Contractor: Oneida County Health Department**

*GOAL 2: Education – Key medical and allied health professionals and the public, including families, are aware of the dangers of lead for children and pregnant women and have basic knowledge about ways to prevent or reduce lead exposure.*

<p><b>Objective</b> - Increase health care providers' knowledge, favorable attitudes and practices related to prevention, identification and management of lead poisoning among children and pregnant women in your county.</p> <p><b>Requirement:</b></p> <p>Provide education and outreach on lead poisoning prevention to health care providers, health care facilities and professional organizations representing health care providers.</p>
<p><b>Objective</b> - Increase the knowledge of the public, community organizations, and policymakers on lead poisoning and its prevention in children and pregnant women in your county.</p> <p><b>Requirement:</b></p> <p>Provide public education and community outreach on lead poisoning prevention.</p>

**APPENDIX D-1**  
**LOCAL HEALTH DEPARTMENT (LHD) LEAD POISONING PREVENTION (LPPP) WORK PLAN**  
**Goals, Objectives, and Requirements**  
**October 1, 2011 – September 30, 2012**  
**Contractor: Oneida County Health Department**      **Contract Number: C-026522**

**GOAL 3: Blood Lead Testing and Screening – All children and pregnant women are tested for lead poisoning consistent with requirements outlined in NYS Public Health Law, Administrative Rules and Regulations and guidelines.**

<p><b>Objective</b> – To increase blood lead testing rates of all one year old children (9 - ≤ 18 months of age) and two year old children (18 - ≤ 36 months of age) by 5% annually at a county level.</p> <p>Requirements:</p> <p>Identify barriers and develop strategies to reduce and/or eliminate barriers to improve screening practices and lead testing rates.</p> <p>Provide or arrange lead testing for uninsured and underinsured children; establish systems for referring blood lead test results to the child's primary health care provider. LHDs can use grant funding for lead testing for any uninsured/underinsured child.</p> <p>Develop and implement a sliding fee schedule for blood lead testing of children from families with incomes <b>in excess of 200% FPL</b>, pursuant to Section 606 of the Public Health Law.</p> <p>Refer parents of all children without insurance to public insurance programs.</p>
<p><b>Objective</b> – To increase risk assessment of those children and pregnant women during routine well and prenatal visits and perform a blood lead test for those identified at risk.</p> <p>Requirements:</p> <p>Encourage routine assessment to identify populations at risk during well child visits for children ages six months to six years and at initial prenatal care visit.</p> <p>Offer risk assessment tools to providers.</p> <p>Provide current recommendations for special populations who are at risk: refugees, Medicaid children, children adopted from outside the United States etc.</p>

APPENDIX D-1  
LOCAL HEALTH DEPARTMENT (LHD) LEAD POISONING PREVENTION (LPPP) WORK PLAN  
Goals, Objectives, and Requirements  
October 1, 2011 – September 30, 2012

Contractor: Oneida County Health Department

Contract Number: C-026522

**GOAL 4: Follow-Up of Children with Elevated Blood Lead Levels < 18 years of age – All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with Public Health Law, Administrative Rules and Regulations and guidelines.**

**Objective** – All children with BLL  $\geq$  10 mcg/dL are identified and tracked to assure timely and appropriate medical, educational, and environmental management follow-up services in accordance with current NYSDOH regulations (10 NYCRR, Part 67) and guidelines.

Requirements:

Pre-screen all records in LeadWeb **daily** to assure timely and appropriate follow-up for children with elevated blood lead levels. Obtain required missing information.

Match all records in LeadWeb at least **weekly**; blood lead levels  $\geq$  10 mcg/dL are matched **daily**.

Track all children with BLLs  $\geq$  10 mcg/dL to assure follow-up testing and other follow up activities within appropriate timeframes and in accordance with current guidelines.

Complete LeadWeb follow-up screens for children with blood lead levels (BLLs)  $\geq$  10 mcg/dL. Review and update "Children Requiring Follow-up Services" screen at least **monthly** for all children with BLLs  $\geq$  10 mcg/dL.

Refer children requiring environmental management services within appropriate timeframes to LHD or DO environmental staff through LeadWeb.

Complete LeadWeb environmental screens for primary, secondary dwelling (if applicable) and other dwellings (as needed) for all children for whom environmental services are provided.

If the LHD is serving as child's primary care provider, provide all follow up services required in Part 67-1.

**Partial Service Counties:** Partial service counties should communicate and coordinate with district offices to refer cases and assure environmental management services are completed.

**Full Service Counties:** Provide environmental lead investigation, case follow-up and management services for all children referred for environmental management in accordance with guidelines.

NOTE: "**Follow-up**" means actions by local health units and health care providers which, depending on the blood lead level and exposure history of the child, shall include as appropriate: risk reduction education, follow-up testing, confirmatory testing, diagnostic evaluation, medical management, environmental management and coordination of services, in accordance with generally accepted medical standards and public health guidelines.



APPENDIX D-1  
LOCAL HEALTH DEPARTMENT (LHD) LEAD POISONING PREVENTION (LPPP) WORK PLAN  
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October 1, 2011 – September 30, 2012  
Contractor: Oneida County Health Department      Contract Number: C-026522

**GOAL 5: Primary Prevention** – Lead hazards in the community are identified and controlled before children become lead poisoned.

<p><b>Objective – Implement primary prevention activities (such as lead paint &amp; other hazard awareness, hazard risk reduction education, consumer product alerts, visual hazard inspection, hazard awareness and referral for home visitors, declaring area of high risk, etc.) that are consistent with identified needs and available resources.</b></p> <p>Requirements:</p> <p>Identify and partner with other local agencies, housing agency/association partners, code enforcement, other municipal agencies such as county clerk or community development, other organizations and stakeholders to develop a shared local approach for primary prevention.</p> <p>Identify local communities, neighborhoods and buildings with the highest need for primary prevention strategies.</p> <p>Develop strategies, consistent with local resources, to provide primary prevention services to the areas of highest need.</p>
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**Anthony J. Picente Jr.**  
County Executive



**Lucille A. Soldato**  
Commissioner

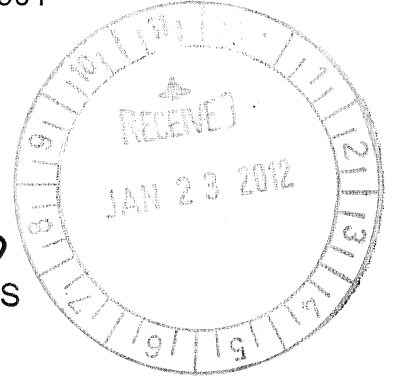
**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

December 29, 2011

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

FN 20 12-107  
HEALTH & HUMAN SERVICES  
**WAYS & MEANS**



Dear Mr. Picente:

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

The Purchase of Services Agreement with the Oneida County District Attorney's Office ensures The Child Advocacy Center has an Administrator competent and trained in the area of Child Sexual Abuse investigation.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction of perpetrators. The Administrator's position has coordinated the efforts of the Child Advocacy Center to reach a higher level of effectiveness.

This Agreement is scheduled to become effective January 1, 2012 through December 31, 2012. The total budget for the Child Advocacy Administrator's salary and fringe benefits is \$ 79,462.00 the Department of Social Services contributes 80% of the cost totaling \$ 63,569.60 with a Department of Social Services local share of 7.88 % or \$ 6,261.61. The District Attorney's Office contributes the other 20% of the cost, which is \$15,892.40.

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

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente Jr.  
County Executive

Date 1/17/12

12/29/11  
# 24702

Oneida Co. Department Social Services

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

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

**Name of Proposing Organization:** Oneida County District Attorney  
800 Park Avenue  
Utica, New York 13501

**Title of Activity or Services:** Child Advocacy Center - ( Child Advocacy Administrator )

**Proposed Dates of Operations:** January 1, 2012 through December 31, 2012

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

**SUMMARY STATEMENTS**

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

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) Child Advocacy Administrator from Oneida County's District Attorney's Office to be dedicated to the Child Advocacy Center.

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

Provides for participation of a Chief Administrator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.
- (2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

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

1 Child Advocacy Administrator to work with a multidisciplinary team consisting of:

- 1 Full-Time Rome Police Officer
- 1 Full-Time Utica Police Officer
- 1 Full-Time Oneida County Deputy Sheriff

The Child Advocacy Administrator's job is functioning as Administrative Head of the Child Advocacy Center. The position has lead to more effective utilization of all the resources of the Child Advocacy Center.

**Total Funding Requested:**

Total	\$ 79,462.00
District Attorney's Office (20%)	\$ 15,892.40
Department of Social Services (80%)	\$ 63,569.60

**Oneida County Dept. Funding Recommendation:** Account # A6011.49537

**Mandated or Non-mandated:** Mandated to have a multidisciplinary team

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

Federal	38.39 %	\$ 30,505.46
State	33.73 %	\$ 26,802.53
Department of Social Services	7.88 %	\$ 6,261.61
District Attorney's Office	20.00 %	\$ 15,892.40

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with the District Attorney's Office to provide this service since August 1999. The budgeted cost for 2011 was \$ 74,029.91. The District Attorney's Office has taken on 20% of the total cost of this contract since 2008.

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

## AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County District Attorney's Office, 800 Park Avenue, Utica, New York 13501, (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

Whereas, the Department has established the Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Establish a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Establish a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, the Contractor agrees to provide the Services of a Child Advocacy Administrator on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center. The Child Advocacy Administrator will be the Administrative Head of all Law Enforcement Staff assigned to the Child Advocacy Center.

The Contractor agrees to have the Child Advocacy Administrator stationed on site at the Child Advocacy Center.

The Contractor agrees that the Child Advocacy Administrator will perform the following task as part of the Child Advocacy Center.

1. Administrative Head of all Law Enforcement personnel on the Child Advocacy Center.
2. Administers the daily operation of the Child Advocacy Center;
3. Supervises and evaluates employees assigned to the Unit;
4. Coordinates with participating agency supervisors;
5. Presides at meetings;
6. Coordinates the preparation of the annual budgets and reports to involved agencies and courts;
7. Supervises and coordinates the maintenance of all records;
8. Coordinates the development of efficient work schedules, training and recommends discipline;
9. Develops policies and procedures;
10. Inspects the staff and operation of the Advocacy Center to ensure compliance to prescribed regulations and procedures.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Contractor agrees to comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41CF Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85;

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 test.

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 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."

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.

The Department agrees to Pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the



Administrator's Name, salary paid, and fringe.

The Department agrees to pay the Contractor 80% of the actual total cost of the contract not to exceed \$63,569.60 per the attached budget, OC. District Attorney's Office is responsible of 20% of the actual cost of the contract in the amount of \$ 15,892.40 making the total cost of the administrator \$ 79,462.00

The rate of pay and fringe is paid at the currently negotiated Employee Contract and may change upon any future signed Employee Contract. This Contract may be Amended upon receipt of a statement of applicable salary and fringe changes.

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 all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The terms of this agreement is from January 1, 2012 to December 31, 2012 and is subject to re-negotiation within 30 days of the expiration date.

This Agreement can be terminated with a 30 day written notice by either party.

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.

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.

\*\*\*\*\*

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: 12/21/11

Agency: \_\_\_\_\_ Oneida County District Attorney

Authorized Signature: Scott J. McNamar

Print Authorized Name: Scott J. McNamar

Title: District Attorney

2012 Child Advocacy Administrator Budget

Salary	\$ 53,676.00
Health Insurance Allowance	\$ 13,000.00
Fringe 23.82% (Retire, Soc. Sec. Workers comp & unemployment) :	\$ 12,786.00
Total Salary and Fringe	\$ 79,462.00
 OC District Attorney's Office Share 20%	 \$ 15,892.40
 Total Cost for Department of Social Services 80%	 \$ 63,569.60

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

*Oneida County District Attorney  
Child Advocacy Center Administrator*

# 24702  
1/1/12-12/31/12

(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**

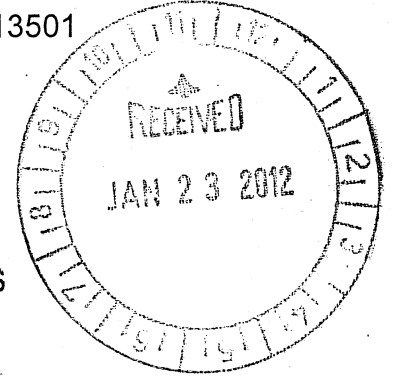
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 29, 2011

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

FN 20 12-108

HEALTH & HUMAN SERVICES



Dear Mr. Picente:

**WAYS & MEANS**

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 Oneida County Office of Aging has provided home delivered meals for physically disabled and elderly Medicaid recipients who are unable to prepare meals in their homes as determined by Office of Continuing Care.

The cost of each meal is \$ 6.60 with the Department of Social Services guarantee of 70 meals minimum per day during the week. The Agreement is for the period January 1, 2012 through December 31, 2012. The Department spent \$ 498,719.00 from October 2010 through September 2011 with a local cost of 10 % or \$ 49,871.90.

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: 1/17/12

LAS/tms  
attachment

12/21/11  
# 52601

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Oneida County Office for the Aging

Title of Activity or Services: Home Delivered Meals

Proposed Dates of Operations: January 1, 2012 through December 31, 2012

Client Population/Number to be Served: Disabled & elderly Medicaid Recipients who have been designated by Office of Continuing Care to receive this service.

**SUMMARY STATEMENTS**

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

Home delivered meals to those disabled Medicaid recipients who are not able to prepare their own meals.

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

Home delivered meals, Oneida County Department of Social Services does not anticipates approving more than 98,000 home delivered meals in 2012.

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

As determined by Office for Aging.

**Total Funding Requested:** \$ 6.60 per meal.

**Oneida County Dept. Funding Recommendation:** Account # A6101.495.

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

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

Federal	62 %	- \$ 4.09 per meal
State	28 %	- \$ 1.85 per meal
County	10 %	- \$ .66 per meal



**Cost Per Client Served:** \$ 6.60 per meal

**Past performance Served:** The Office for the Aging has provided this service since 1995. The Contractor delivered 76,726 meals from October 2010 through September 2011 with a total cost of \$498,719.00. The cost per meal was \$ 6.50 in 2011.

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

The Department is satisfied with the performance.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501,(hereinafter called Department), and the Oneida County Office for Aging Nutrition Services, 235 Elizabeth Street, Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, OCC desires that Home Delivered Meals be provided to clients that need long term care as determined by OCC; and

WHEREAS, the Contractor has the capability of providing Home Delivered Meals to the clients that OCC recommends,

NOW THEREFORE, it is mutually agreed as follows:

A). The Contractor agrees to provide Home Delivered Meals to referred clients designated by OCC; at a rate of \$ 5.72 for (1) meal per weekday and \$ 5.72 for (1) weekend meal with an additional \$ .88 per meal for the delivery of the program. Total cost per meal equals \$6.60 per delivered meal. The Department will request the Contractor to deliver a minimum of 70 meals daily during the week and a minimum of 10 meals daily on the weekend.

B). OCC agrees to reimburse the Contractor for ordered meals that were delivered to the Client's home, but not received by the client due to no fault of the Contractor or the failure to cancel the reservation; with said reimbursement to be limited to (2) consecutive days for each occasion when such an event shall occur.

C). The Contractor and the OCC shall be responsible for notifying the other of changes in the client's status for receiving Home Delivered Meals.

D). OCC shall:

- \* Assess the need for Home Delivered Meals and the resources of the client and the family;
- \* Provide the Contractor on a timely basis with copies of client's physician requests that have special/specific dietary needs;
- \* Notify the Contractor a minimum of twenty-four hours prior to providing the necessary Services;

- \* Determine the qualification of prospective clients for the Home Delivered Meals service and the duration that said client shall require the Home Delivered Meals Services;
- \* Arrange for reimbursement for Home Delivered Meals from third parties, including Medicaid, upon receipt of a statement of Home Delivered Meals charges from the Contractor;
- \* Provide the Contractor with a client referral list of those individuals who may need nutritional services; and
- \* Cancel meals, as soon as possible, when the client no longer has need for the service.

E). The Contractor shall:

- \* Upon request by OCC, provide Home Delivered Meal Services which shall be within the Contractor's ability to provide;
- \* Be responsible to OCC Executive Director for compliance with the policies and record keeping of OCC; and
- \* Submit to OCC a monthly request for payment on a Voucher furnished by the Contractor,
- \* Shall collect any excess payment that is due from the client, as a last resort limited no more than 5 % of total OCC meal clients,
- \* 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.
- \* 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."

\* 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.

- F). The liaisons for the agreement are:
- \* Department of Social Services = Tamatha Stoetzner
  - \* Oneida County Office for Aging = Michael Romano
- G). This Contract is for a period of January 1, 2012 and ending December 31, 2012. Contractors shall allow the Oneida County Department of Social Services access to the contract, books, documents and records which are necessary to verify the costs of the contract,
- H). Notwithstanding any other provision in this Agreement, OCC remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and Local status, rules and regulations,
- I). The Agreement may be terminated at any time by either party upon a (30) day notice advance written notice to the other party,
- J). 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 waiver, 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.

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.

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

\*\*\*\*\*

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: \_\_\_\_\_ Oneida County Office for the Aging

Authorized Signature: Michael Romano

Print Authorized Name: MICHAEL J. ROMANO

Title: 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).

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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.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

MICHAEL J. ROMANO - Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Signature: *Michael J. Romano*

SIGNATURE

12/20/11

DATE

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



**Lucille A. Soldato**  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

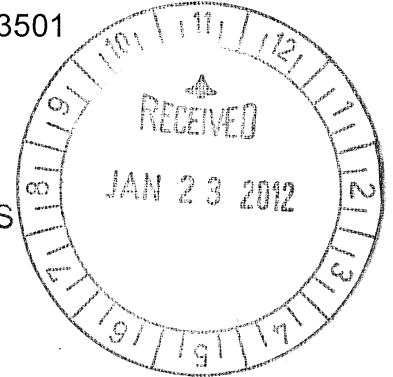
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 29, 2011

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

FN 20 12-109

HEALTH & HUMAN SERVICES  
**WAYS & MEANS**



Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc., 310 Main Street, Utica, New York, to prove a Case Planning Program for the Department's active Child Preventive and Protective caseload. This year's program will be operational from January 1, 2012 through December 31, 2012. The maximum cost of this Contract is \$ 641,872 with a local cost of 27.88% or \$ 178,953.91.

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

LAS/tms  
attachment

Date 1/12/12

12/29/11  
# 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, 2012 through December 31, 2012

**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:** \$ 641,872

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

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

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

Federal	38.39 %	=	\$ 246,414.66
State	33.73 %	=	\$ 216,503.43
County	27.88 %	=	\$ 178,953.91

**Cost Per Client Served:**

**Past performance Served:** The Contractor has provided the Department with Case Planning Services since 2011. The Contractor's budget for this service in 2011 was \$638,298.00.

**O.C. Department Staff Comments:** This will be the second year this agency has provided this service.

**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, 2012 through December 31, 2012 (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 Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all 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  
1/1/12-12/31/12

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

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, 2012

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 2012, 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 NYSDSS 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

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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  
1/1/12-12/31/12

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 \$ 641,872 as per the attached budget. The term of this Contract is from January 1, 2012 to December 31, 2012 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: 12/29/11

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 12-23-11

Agency: \_\_\_\_\_ Kids Oneida Inc.

Authorized Signature: \_\_\_\_\_

Print Authorized Name: Robert J. Roberts III

Title: CEO / Executive Director

\*\*\*\*\*

Kids Oneida Inc.  
Case Planning Contract # 23805  
January 1, 2012 – December 31, 2012

**Personal Services:**

Total Salaries	\$ 435,500
Fringe Benefits	\$ 121,940
Personal Service Contracts	<u>\$ 0</u>

**Total Personal Services**                         **\$ 557,440**

**OTPS**

Office/Program Supplies	\$ 6,000
Training, Family Support, etc...	\$ 2,000
Administrative Consultation	\$ 21,762
Travel/Mileage	\$ 27,270
Office Space	\$ 23,400
Cell Phone Expense	<u>\$ 4,000</u>

**Total OTPS**   **\$ 84,432**

**Total Expenses**   **\$ 641,872**

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;

- (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).

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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*

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

*Robert J. Roberts III CEO / Executive Director*

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

*12-23-11*



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

235 Elizabeth Street, Utica, NY 13501

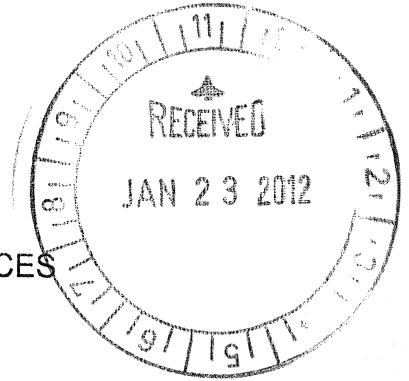
Phone 315-798-5456

Fax 315-798-6444

E-mail.ofa@ocgov.net

December 20, 2011

FN 20 12-110



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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Amendment between the Oneida County Office for the Aging / Office of Continuing Care located at 235 Elizabeth Street, Utica, New York 13501 and Senior Network Health, LLC located at 2521 Sunset Avenue, Utica, New York 13502 for your review and approval.

The purpose of this Amendment is to adjust the 2012 meal rate from \$ 6.50 to \$ 6.70 per meal and renew the original agreement for an additional one (1) year with no other changes to the conditions and terms.

The terms of amendment will commence January 1, 2012 and terminate December 31, 2012.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano  
Director

MJR/grb  
Enc.

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

Anthony J. Picente, Jr.  
County Executive

Date 1/17/12



Oneida County Department: Office for the Aging

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

## Oneida County Board of Legislators Amendment Summary

**Name of Proposing Organization:** Senior Network Health, LLC

**Title of Activity or Service:** Home Delivered Meals

**Proposed Dates of Operation:** January 1, 2012 – December 31, 2012.

**Client Population/Number to be Served:** Meals to be provided to clients recommended by Senior Network Health

### Summary Statements:

- 1) **Narrative Description of Proposed Services.** The Oneida County Nutrition Program for the Elderly provide home delivered meals to any client recommended by Senior Network Health
- 2) **Program/Service Objectives and Outcomes.** This agency provides an opportunity for homebound seniors in the Senior Network Health Program to receive a nutritious meal each weekday.
- 3) **Program Design and Staffing Level.** N/A

**Total Funding Requested:** Revenue Account

**Oneida County Department Funding Recommendation:** \$ Account # A 1975

**Proposed funding Source (Federal/State/County):** N/A

**Cost per Client Served:** Revenue generating agreement

**Past Performance Data:**

**Oneida County Department Staff Comments:**

Oneida County Department: **Office for the Aging**

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

## **Oneida County Board of Legislators Amendment Summary**

**Name of Proposing Organization:** Senior Network Health, LLC

**Title of Activity or Service:** Home Delivered Meals

**Proposed Dates of Operation:** January 1, 2012 – December 31, 2012.

**Client Population/Number to be Served:** Meals to be provided to clients recommended by Senior Network Health

**Summary Statements:**

- 1) **Narrative Description of Proposed Services.** The Oneida County Nutrition Program for the Elderly provide home delivered meals to any client recommended by Senior Network Health
  
- 2) **Program/Service Objectives and Outcomes.** This agency provides an opportunity for homebound seniors in the Senior Network Health Program to receive a nutritious meal each weekday.
  
- 3) **Program Design and Staffing Level.** N/A

**Total Funding Requested:** Revenue Account

**Oneida County Department Funding Recommendation:** \$ Account # A 1975

**Proposed funding Source (Federal/State/County):** N/A

**Cost per Client Served:** Revenue generating agreement

**Past Performance Data:**

**Oneida County Department Staff Comments:**

AMENDMENT

**THIS IS AN AMENDMENT** to the year 2009 Agreement # 10039 by and between the **SENIOR NETWORK HEALTH, LLC** located at 2521 Sunset Avenue, Utica, New York 13502, hereinafter known as “**CONTRACTOR**”: and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica New York 13501, hereinafter known as the “**SUBCONTRACTOR**”

**WHEREAS**, the parties to this amendment entered into an agreement on January 29, 2009 under Resolution Number 13 which was formally amended on December 16, 2009 under Resolution 2009-445 and December 29, 2010 under Resolution 2010- 414 and intend to amend those documents through this amendment

**THE PURPOSE** of this Amendment is:

- to adjust the reimbursement rate of \$6.50 per meal to \$6.70 per meal to commence January 1, 2012 and terminate December 31, 2012

**THE OTHER PURPOSE** of this Amendment is:

- to revise the following section of the original Agreement: Exhibit B: Section A. shall read as follows:

**EXHIBIT B**

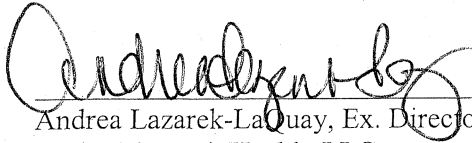
**SECTION**

A Rates – Lunch Meal – Providing 1/3 RDA	\$6.70
Frozen Weekend Meal (In combination with lunch meal)	\$6.70
Breakfast Meal (In combination with lunch meal)	\$6.70
Supper Meal (In combination with lunch meal)	\$6.70

No other conditions and terms of the original Agreement are changed.


IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

**CONTRACTOR**

  
\_\_\_\_\_  
Andrea Lazarek-LaQuay, Ex. Director  
Senior Network Health, LLC

11/9/11  
\_\_\_\_\_  
Date

**SUBCONTRACTOR**

  
\_\_\_\_\_  
Michael J. Romano, Director  
Oneida County Office for the Aging

12/20/11  
\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

Approved As to Form ONLY:  
ONEIDA COUNTY ATTORNEY

BY: \_\_\_\_\_



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

235 Elizabeth Street, Utica, NY 13501

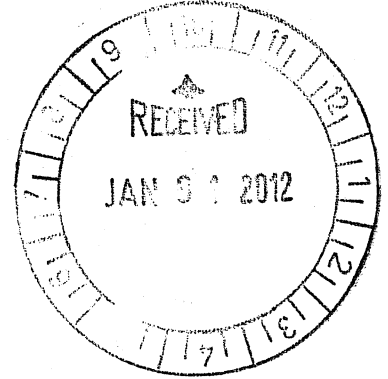
Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

January 19, 2012

FN 20 12-111



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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

Attached for your approval and signature is the 2012 – 2016 Annual Implementation Four Year Plan (AIP) for Oneida County Office for the Aging/ Office of Continuing Care.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging/Office of Continuing Care funding application to the New York Office for the Aging(NYSOFA).

Therefore I request your review and approval for this Annual Implementation Plan (AIP) for Oneida County Office for the Aging/ Office of Continuing Care.

Sincerely,

Michael J. Romano  
Director

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

Anthony J. Picente, Jr.  
County Executive

Date 1/18/12

MJR/ grb  
Enc.

Oneida County Department: Office for the Aging

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

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

**Name of Proposing Organization :** (NYSOFA) New York State Office for the Aging

**Title of Activity or Service:** AIP (Annual Implementation Plan)

**Proposed Dates of Operation:** April 1, 2012 - March 31, 2016

**Client Population/ Number to be Served :** 12,000

**SUMMARY STATEMENTS**

1. Narrative Description of Proposed Services

Oneida County Office for the Aging/ Office of Continuing Care funding application to the New York State Office for the Aging (NYSOFA)

2. Program/Service Objectives and Outcomes

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan requirement under Section 214 of the New York State Elder Law.

3. Program Design and Staffing Level

N/A

Total Funding Requested: \$ 5,963,526.00

Oneida County Department Funding Recommendation:

Proposed Funding Source: Account:

(Federal \$ 2,871,898.00 / State \$ 1,596,182.00 / County \$ 378,548.00 / Other \$1,116,898.00

Cost per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____

### PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Four year Plan and the Annual Implementation Plan (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	_____ to _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	January 1, 2012 to December 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2012 to December 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	January 1, 2012 to December 31, 2012	<input type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2012 to March 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2012 to March 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2012 to March 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
SNAP	April 1, 2012 to March 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2012 to March 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2012 to March 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIICAP	April 1, 2012 to March 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
WRAP	April 1, 2012 to March 31, 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on Page 49.

I certify that the information contained on the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 45 CFR part 76.

M. Morgan \_\_\_\_\_ Date 1/9/12  
 Signature of Director/of Area Agency on Aging

\_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Sponsoring Agency Executive  
 (if other than county/City of New York/Native American Organization)

### LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, \_\_\_\_\_ being the Chief Executive Officer/Chairman of the Governing Board of this \_\_\_\_\_ (county/City of New York/Native American Organization), do hereby certify that:

1. The \_\_\_\_\_, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law.

- Community Services for the Elderly Program  
 Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

\_\_\_\_\_ Date \_\_\_\_\_  
 Signature (Use blue ink. "per" signature not acceptable)

**FOUR YEAR PLAN  
APRIL 1, 2012 - MARCH 31, 2016  
FOR OLDER AMERICANS ACT  
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,  
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,  
CONGREGATE SERVICES INITIATIVE, STATE TRANSPORTATION PROGRAM,  
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM,  
CAREGIVER RESOURCE CENTER,  
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM, AND  
WEATHERIZATION REFERRAL AND PACKAGING PROGRAM**

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

---

**Area Agency Information**

Area Agency: Oneida County Office for Aging and Continuing Care      County Code: 30  
Director's Name: Michael J. Romano Title: Director  
Address: 235 Elizabeth Street  
City: Utica , New York Zip Code: 13501  
Phone Area Code: 315 Number: 798 - 5456 Ext.

---

**Name and Title of Chief Executive Officer**

Name: Anthony J. Picente, Jr. Title: County Executive  
Address: 800 Park Avenue  
City: Utica, New York Zip Code: 13501  
Phone Area Code: 315 Number: 798 -5800 Ext.

---

**Official Authorized to Receive Payments**

Name: Anthony Carvelli Title: Finance Commissioner  
Address: 800 Park Avenue  
City: Utica, New York Zip Code: 13501  
Phone Area Code: 315 Number: 798 - 5798 Ext.

---

**Send to:  
New York State Office for the Aging  
Division of Finance and Administration  
2 Empire State Plaza, 3rd Floor  
Albany, NY 12223-1251**



## GOALS

List the activity(ies) the AAA plans to undertake for each of the five goals below and any additional goals added by the AAA.

### Goal 1

Empower older adults, their families, caregivers, and other consumers to make informed decisions about, and to be able to easily access, existing health and long-term care options including community-based services.

Activity(ies):

- Maintain a local NYConnects resource directory. This includes performing regular updates of all resource listing categories and coordinating with the State web-based directory. •NYConnects staff will make the resource directory available through mailing to consumers; posting on the OCOFA/OCC webpage; and providing information listed in the directory during telephone and face to face consumer options counseling. •Provide the resource directory to OFA/OCC case management staff and include in annual staff in-service trainings.
- Train NYConnects staff in all aspects of senior health insurance counseling to enable NYConnects staff to provide HIICAP information and assistance as part of their regular NYConnects Information and Assistance activities and services.

Rationale:

Oneida County Office for the Aging/Continuing Care/NYConnects serves as the focal point for all long term care matters. NYConnects is an Aging and Disabilities Resource Center ADRC for Oneida County.

### Goal 2

Enable older adults, especially those who are in greatest social and economic need to remain in their own homes with high quality of life for as long as possible through the provision of home and community-based services, including supports for caregivers. People in greatest social and economic need include:

- low income;
- low income minorities (includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.);
- rural residents;
- limited English proficiency;
- limited literacy/no literacy;
- Native Americans;
- institutionalized or at risk of institutionalization; and
- homebound; or
- LGBT (lesbian, gay, bisexual, transgender).

Activity(ies):

• Oneida County Office for the Aging will target low-income minorities through monthly site visits located in urban neighborhoods in the cities of Utica and Rome. Older Adults and caregivers will be targeted through monthly site visits in rural townships throughout the planning and service area. • Office for the Aging/Continuing Care, through NYConnects, plans to perform monthly outreach mailings to culturally diverse churches, businesses, and community organizations. • NYConnects staff will develop and monthly outreach and education plan for each twelve month period. The outreach plan will also include the scheduling of educational presentations at several community focal points throughout the year. • Office for the Aging/Continuing Care will participate on a committee lead by Oneida County Department of Mental health to coordinate with hospital discharge planning staff and other professionals representing the local acute care network. • Three community based interpreter services will be included the Oneida County Office for the Aging/Continuing care service delivery system. These agencies will be utilized to provide interpretations services for individuals served by NYConnects; client service walk-in areas; and home visits for any non-English speaking persons who are in need of information, assistance, services and programs from Office for the Aging/Continuing Care. • The Mohawk Valley Resource Center for Refugees will continue to be represented on the Oneida County Office for the Aging/Continuing Care Advisory-Long Term Care Council. • AgeNet, the Oneida County OFA/OCC digital health and wellness project plans to work with the Mohawk Valley Resource Center for Refugees for the purpose of becoming a site for this system. Persons served by this organization will have improved access to community based long term care services and programs as well as be better informed on their health and long term care options. This system will also enable closer coordination between the individuals serviced by the Mohawk Valley Resource Center for Refugees, the local aging network,

including senior centers located throughout Oneida County.

**Rationale:**

Because the role of Oneida County office of the Aging/Continuing Care is to advocate on behalf of older people, special minorities, and those in greatest economic and social need for preventative programs and services that will promote a high quality of life and enhance or maintain wellness, health functioning, and independent living throughout its planning and service area.

*Goal 3*

Empower older adults to stay active and healthy through Older Americans Act services and the new prevention benefits under Medicare.

**Activity(ies):**

•Oneida County will facilitate Chronic Disease Self-Management programs (CDSMP), in collaboration with the Oneida County Health Department. The CDSMP will focus on three rural locations including the towns of Boonville, Oriskany Falls, and City of Sherrill. •The Oneida County HIICAP program will provide training and technical support for case management staff throughout the calendar year at monthly staff in-service meetings. •Quarterly articles promoting healthy aging and preventative benefits under Medicare will be printed in the monthly senior publication, PrimeTime. This information will also be distributed to senior centers for their newsletters. The articles will also be submitted to AgeNet, OFA/OCC digital health and wellness network for digital reproduction at all Senior Center AgeNet locations

**Rationale:**

Because the role of Oneida County office of the Aging/Continuing Care is to advocate on behalf of older people, special minorities, and those in greatest economic and social need for preventative programs and services that will promote a high quality of life and enhance or maintain wellness, health functioning, and independent living throughout its planning and service area.

*Goal 4*

Ensure the rights of older adults and prevent their abuse, neglect and exploitation.

Activity(ies):

- Provide preventative case management for at-risk older Oneida County residents through one full-time Elder Abuse Coordinator case manager. Oneida County Office for the Aging/Continuing Care will continue to work collaboratively with the Oneida County Department of Social Services Adult Protective Unit.
- Perform communitywide outreach and education on elder abuse prevention. This will be accomplished by the Elder Abuse Coordinator- and members of the Oneida County Elder Abuse Coalition.
- Serve as the lead agency on the Oneida County Elder Abuse Coalition. Facilitate monthly meetings and address policy issues affecting older adults at risk of self-neglect, caregiver neglect, and financial exploitation. Issues surrounding emotional, verbal, and physical abuse of elderly will also be addressed.

Rationale:

Oneida County Office for the Aging/Continuing Care is charged with leading and coordinating the Oneida County Elder Abuse Coalition. The coalition consisting of local human service, aging service, legal and law enforcement professionals provides direction and guidance on elder abuse cases and community initiatives. The coalition also provides community education for all facets of abuse, neglect, and exploitation of Oneida County elders.

*Goal 5*

Maintain effective and responsive management.

Activity(ies):

- Oneida County Office for the Aging/Continuing Care plans to maintain effective and responsive management by performing annual staff and subcontractor evaluations. Regularly scheduled quality assurance and consumer satisfaction activities will also be conducted.
- The OFA/OCC Advisory/Long Term Care Council will continue to perform quality assurance activities.
- Office for the Aging/Continuing Care plans to continue to facilitate communication between administrative staff, supervisors, and case management supervisors by conducting morning meetings for management staff on a daily basis.
- Management team planning meetings will continue to be held as often as necessary in order to effectively plan for program and administrative policy and overall organizational change as needed.
- The County's Personnel policy of progressive counseling and discipline practices will be utilized to promote a fair and positive work environment.

Rationale:

Office for the Aging/Continuing Care strives for fair, efficient, and effective management. The administration and management staff realize the importance of measuring the level of impact in deterring or delaying skilled institutional placement as well as the savings to publicly funded long term care incurred by providing these services. The importance of measuring quality of services and consumer satisfaction is also philosophy of the Oneida County Office for the Aging/Continuing Care.

In addition to the goal(s) listed, please add any other goal(s) including activities the AAA will undertake in this Plan:

*Goal 6*

Increase the ability for senior centers and other senior focused organizations to more closely collaborate and share resources. Ensure that older persons are better informed on choices in long term care and other issues to enhance their quality of life.

Activity(ies):

- Utilize AgeNet, Oneida County OFA/OCC digital health and wellness program to facilitate information, assistance, health and wellness programs for Oneida County Seniors.
- Develop and expand a digital resource library to be shared between Oneida County AgeNet sites including senior centers, disabilities organizations, community focal points of interest for elderly, caregivers and persons in greatest social and economic need.

Rationale:

The role of the Office for the Aging/Continuing Care is to provide access to programs and services that will meet the need of vulnerable individuals. The OFA/OCC facilitate initiatives are collaborative in nature with public and private organizations to form partnerships with leverage resources that will improve and expand programs and service for older adults, disabled person families and caregivers.

*Goal 7*

Develop mechanisms that will meet the growing demand for services with decreased public resources.

Activity(ies):

- Continue to coordinate with the Oneida County Youth Bureau to fill unmet needs of elderly persons by utilizing volunteers from youth based organization. Develop and expand upon existing intergenerational Programs.
- Collaborate with existing volunteer non-profit based volunteer Programs to meet the needs of Oneida County's older residents and families. Coordinate with the Parkway Senior Center, Inc. Regional Volunteer Resource Center.
- Expand capacity of the Greater Mohawk Valley Community Elderwellness Council, Inc. (CEWC) to seek private and corporate sponsorship for aging services and programs. Create closer participation between OFA/OCC Advisory Council members and the Community Elderwellness Council, Inc. board of directors. OFA/OCC, through staff support, to increase CEWC membership participation in fundraising activities.

Rationale:

Oneida County Office for the Aging/Continuing Care seeks non-traditional sources of funding to enhance services and programs for older persons and their informal caregivers. OFA/OCC believes that community engagement initiatives can be of great benefit for persons of all ages, particularly those who are vulnerable and at-risk of institutional placement and have needs that cannot be met by traditional agency care, public programs, and fee for service.

*Goal 8*

Activity(ies):

Rationale:

*Goal 9*

Activity(ies):

Rationale:

Demographic Data and Targeting Objectives

	A. 2000 Census*	B. Total Number: Registered Clients	C. Number Registered Clients to be Served**
1. Total number of persons aged 60+ in the PSA:	48,607	5,446	
2. Total number of persons projected to be served under this plan during the period 4/1/2012-3/31/2013:			11,800
3. ** Please provide a breakdown for the total on line 2 as follows:			
a)Low Income (below 150% of poverty)	8,440	807	3,000
b)Low Income Minority (below 150% of poverty)	625	67	300
c)Frail/Disabled	13,912	4,675	4,800
d)Aged 75-84	20,478	1,728	3,100
e)Aged 85+	5,436	1,953	2,000
f)Live Alone	13,683	2,706	4,000
g)Rural***	14,439		3,100
h)Limited English Proficiency***	780		200
<b>Clients by Ethnicity</b>			
i)Hispanic	317	69	90
<b>Clients by Race</b>			
j)Native American/Alaskan Native	49	3	15
k)Asian	252	20	78
l)Black	1,017	174	300
m)White Hispanic		69	45
n)White not Hispanic	46,733	4,741	45
o)Native Hawaiian/Pacific Islander	7	0	5
p)Other Race	224	0	5
q)2 or More Races		1	5

\* The pre-printed census figures (Column A) and Client data (Column B) are only provided on the web-based version of this form. Registered clients are those receiving a Cluster 1 or Cluster 2 service. (2012-13 is based on 2000 Census. When additional data become available, in subsequent years, the Demographic Page will be updated with 2010 Census data.

\*\* Targeted groups include those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.).

\*\*\*Please see *Guide for Completion (Guide)* for definitions of *Rural* and *Limited English Proficiency*.

4. a. Specify the planned targeting activities for this four year period at the system, program and client levels. Indicate how these activities and changes are designed to increase participation of unserved and underserved older adults in greatest social or economic need, particularly those older adults who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans; or
- institutionalized/at risk of institutionalization.

The following targeting strategies will be implemented to achieve the requirements set forth for Oneida County office for the Aging/Continuing Care during the four year plan period of 2012/2015 Program Oneida County Office for the Aging/Continuing Care has developed an outreach and program education. The plan incorporates a calendar of scheduled activities and mailings to selected aging and culturally diverse community stakeholders. The plan will be coordinated and monitored by the Office for the Aging/Continuing Care Advisory/LTCC and NY Connects Specialist who will work with Council members to achieve these goals. The OFA/OCC/NY Connects outreach-program publicity packet will include but not be limited to the following items:

- Cover letter explaining Mission, Intake-POE, Services and Programs, access.
- OFA/OCC/POE high quality, professionally designed wall poster
- OFA/OCC/POE general brochures
- OFA/OCC/POE pens and/or other materials with Agency logo and contact information.
- Translated outreach printed material (as needed) OFA/OCC 2011 Targeting Plan Mailing Schedule: January- Senior Centers February- Hospitals; Home care agencies March- Selected minority and culturally diverse organizations April- Nursing Homes May- Senior and public housing complexes June- Minority and culturally diverse churches and congregations July- Businesses located in rural and suburban areas (northern, southern, and western portions of Oneida County) August- Mental health agencies and subcontractors September- Business located in urban minority area in the cities of Utica and Rome October- Physicians' offices November- Veterans organizations December- Caregivers; support and health education organizations i.e. Heart Association; Arthritis Foundation; Cancer Society; and miscellaneous support groups.

System: Office for the Aging/Continuing Care/NYConnects plans to continue to coordinate our efforts with the Mohawk Valley Center for Refugees as per prior year. OFA/OCC will schedule staff trainings several agencies including, but not limited to, Central New York Association for the Blind and Visually Impaired (CABVI), Mohawk Valley Refugee Center, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. Client: The Office will continue to provide current, accurate, and unbiased information and assistance to all Oneida County residents, caregivers, and service providers. An updated resource listing will be maintained and provided upon request. NYConnects staff will diligently update information to the pending NYS Resource Directory. NYConnects Long Term Care Specialists, OFA/OCC management staff, Program Coordinators, and Case Managers will provide community presentations throughout the year as well as participate and sponsor local Health Fairs.

b. If the AAA did not achieve targeting objectives set forth in its 2011-12 Plan, this item should describe how the AAA will modify its targeting activities in 2012-13 to improve its efforts to reach older adults most in need as described in 4.a., above. (In determining whether past targeting objectives were achieved, see QUARTERLY STATUS REPORT - Demographic Information (36A). For information on NYSOFA's targeting policies, refer to Program Instruction 92-PI-30.)

For those targeting objectives that were not achieved the Oneida County Office for the Aging/Continuing care plans to initiate the following activities: a) Office for the Aging/Continuing Care will utilize the services of Mohawk Valley Refugee Center, Translation Help, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. to translate each of the OFA/OCC program brochures and fliers into several non-English versions. The brochures will be civic groups, community organizations, and service providers connected with the underserved populations. b) Office for the Aging/Continuing care also plans to collaborate with members of boards of directors of its subcontract agencies, senior centers and other health and human service agencies located throughout Oneida County. The purpose will be assist in determining their gaps in service to non-English speaking and culturally diverse community residents and develop comprehensive targeting strategies for the entire local aging network. c) The Office for the Aging/Continuing Care Advisory/Long Term Care Council will establish and ad-hoc subcommittee to gather and analyze available data of demographic and service provision statistics to determine additional targeting strategies to be implemented. The goal of the data analysis is to increase outreach efforts and service delivery for non-English speaking and culturally diverse elders and individuals with special needs.

5. Please specify how the AAA plans to provide outreach and language accessibility to persons with limited English proficiency who may seek services (e.g., contracted interpreter/translator, community organization links for translation, interpretation services, language interpretation phone line, etc.) (See *Guide* for further information.)

Oneida County Office for the Aging/Continuing Care plans to use interpretation services of community based interpreter organizations to perform outreach and language accessibility services for non-English speaking persons and families living in Oneida County. Office for the Aging/Continuing Care plans to coordinate with Translation Help in New Hartford New York. Translation Help provides interpretation services for Russian and Ukrainian speaking persons. Translation Help will assist with issues involving the US Department of Home Land Security in Albany New York, Upstate Medical University in Syracuse and all hospitals located in Oneida County. The services of Multicultural Association of Medical Interpreters of Central New York, Inc. (MAMI)

will also be utilized for translation and interpreter services. MAMI of Syracuse New York will provide telephonic interpreting; medical/legal translating of consumer documents, and in-person spoken language interpreting on-site. Additionally, Oneida County Office for the Aging/Continuing Care will also use the services of the Mohawk Valley Resource Center for Refugees, Inc. located in Utica New York. The Mohawk Valley Resource Center for Refugees will accompany OFA/OCC case managers and nurses on home visits to provided interpretation and translation services for non-English speaking persons.

## NEEDS ASSESSMENT

In completing this section, review 11-TAM-01, Service Needs Assessment, Four Year Plan on Aging  
 DATA COLLECTION and ANALYSIS

1. Identify the methods used to collect data for identifying and prioritizing needs (Check all that apply)

- Random sample survey
- Selected sample survey
- Community forums
- Public hearings
- Meetings with older adults
- Focus groups
- Census/Demographic data
- CAARS and/or NAPIS data
- NY Connects data
- AAA and subcontractor information, such as program surveys; information and assistance records; waiting lists; and case files
- AAA reports to county legislators or boards of directors
- Key informants
- Other (Specify) Review of case manager field logs; home-visit data

2. Briefly describe the reason(s) why the data collection method(s) checked in Item #1 was/were selected. Be sure to indicate the particular method(s) selected as a strategy for reaching unserved and underserved older adults in greatest social or economic need, particularly those older adults who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency
- Native Americans;
- institutionalized; or at risk of institutionalization.

Please include information describing how assessment efforts and materials were made accessible to persons with limited English proficiency and/or disabilities.

The data collection methods chosen included: 1. Surveys were chosen to ensure that seniors had a method to self-identify elements challenges and unmet needs they face. 2. A Public hearing, community forums, and meetings with older adults were chosen to provide an opportunity for the community at large to provide comment and feedback on the proposed service delivery plan for 2012 and conduct on-site needs assessment surveys. 3. Review of intake statistics and waiting lists were conducted to determine the intensity of community need, departmental capacity, and unmet service needs in Oneida County 4. Case management data, field logs, home visit statistics were reviewed to determine geographic need and client service/case load coverage needs Methods used for targeting purposes: • In addition to conducting needs assessment surveys to participants of Office for the Aging Public Forums, needs assessment surveys were distributed to consumers living in both urban areas of Utica and Rome as well as all of the rural townships in Oneida County receiving services from OFA/OCC to accomplish targeting individuals who are living in rural areas, homebound, low income, and at-risk of social isolation and institutional placement. • To target those individuals with limited English proficiency advisory council participation from the Mohawk Valley Resource Center for Refugees was accomplished and minutes of each were continuously conducted for insurance of identifying for this segment of Oneida County's elderly population. • To ensure targeting to individuals with hearing and vision impairments participation from representatives of the Resource Center for Independent Living and the Central Association for the Blind was dually represented on the Office for the Aging/Continuing Care Advisory/Long Term Care Council and the Aging and Special Populations subcommittee of the Advisory Council. • Those persons who were institutionalized or at risk of institutionalization were targeted by participation Advisory Council members who represent skilled nursing facilities as well as Office for the Aging/Continuing Care staff participation on Quality Assurance subcommittee of the Advisory Council. Review of data from waiting lists, case management statistics, and Community Living Program (CLP) and Veterans Directed Program (VDHCB) reports also ensured representation of the needs of those at-risk of institutionalization.



Briefly summarize what the AAAs analysis of the data collected showed.

Analysis of data collected at Oneida County Office for the Aging/Containing Care review of data collected through a combination of data collection and review methods included, but were not limited to, OFA/OCC staff and management meetings and planning sessions; intake and referral data, quality assurance audits; wait list reviews; budget planning and analysis; Advisory/Long Term Care Council bi-monthly and subcommittee meetings. Waiting times for case management home visits upon initial contact was found to be an average of two weeks. Reassessments for services also found to be longer than the required time frames. Wait lists indicated that consumers have needs that are unmet for personal care assistance; housekeeping service; and additional days of service through social model adult day care programs in order to meet the recommended consumers plan of care. Yard work and snow removal was also identified as an unmet need.

**AREA AGENCY SERVICE PRIORITIES**

4. List those services that were identified as being most important to or needed by older adults to enable them to remain at home or return to their homes and participate in family and community life.

Services identified as being most important and necessary for older Oneida County residents to remain in or return to their homes include: a) Personal care assistance; b) Home Delivered Meals; c) Housekeeper chore services; companion level care; d) Energy related home modifications, e) Caregiver services f) Home repairs and environmental modifications. g) Volunteer senior services for transportation, yard work, and Snow removal were also identified as being most important.

**UNMET SERVICE NEEDS/GAPS**

5. For those existing AAA services where an unmet need/service gap has been identified, that is, where the demand for service(s) exceeds the ability of the AAA to provide the service(s), complete the following table.

	Unmet Service Need/Gap (List as Appropriate)	Reasonable estimate of the number of people AAA is unable to serve	*Method(s) used to estimate number of people AAA is unable to serve	**Reason(s) for inability to serve	Other (use this area to explain other)
1	Personal Care	50	waiting lists	insufficient funds, lack of service providers	
2	Case Management Services		waiting lists	insufficient funds, staff shortages	Long waiting periods for home visits
3	Social Adult Day Care	50	case files	other (identify)	d) Need for additional days.
4	Senior Home Repair/Weatherization	200	waiting lists, case files	insufficient funds	
5	Housekeeping/Yard Work	100	other (identify)	insufficient funds	Method: g) meetings with seniors

Use the following codes to complete the section on Methods and Reasons.

\*Methods: (a) surveys, (b) waiting lists, (c) information and assistance records, (d) case files, (e) CAARS/NAPIS data, (f) census data, (g) other, identify

\*\*Reasons: (a) insufficient funds, (b) lack of service providers, (c) staff shortages, (d) other, identify.

## MAJOR ISSUES/THEMES

6. List any major local issues or themes that were identified through the needs assessment process. (Examples might include expanding coordination among aging service providers in PSA, loss of medical facilities, decrease in service providers, deteriorating housing stock, migration of older adults and quality of life issues such as: safety, loneliness, home modifications, health and wellness, need for assistive devices, multi-lingual materials and translations.)

Major issues and themes identified through review and analysis of needs assessment survey and public forum/senior meetings include: Needs assessment surveys and public forums/senior center meeting at were held on November 1st at the North Utica Community Center; November 7th at the Parkway Senior center; November 9th at the Sherrill Community Activities Center; November 10th at the New Hartford Senior Center; and November 14th at the Ava Dorfman Senior Center. The needs assessment surveys and the senior center forums uncovered several issues and themes in regards to needs and gaps in community resources. For example approximately 90% of the individuals surveyed indicated some level of inability to have affordable dental services. In addition, approximately 80% of those surveyed expressed difficulty with interpreting their medical and health insurance coverage and medical forms. Barriers in obtaining affordable home repairs and difficulty with heating and utility costs were identified by over 25% of the seniors surveyed. Obtaining groceries was identified as a challenge by 25% of the persons surveyed. While 18% stated they felt there was a lack of adequate transportation available to them, the number of those persons identifying a problems accessing medical transportation was seemingly less than in previous years. Additionally, approximately 35% of those surveyed expressed feeling lonely and depressed from time to time.

## ADVISORY COUNCIL

7. Describe the AAA Advisory Council's role in the needs assessment process.

Oneida County Office for the Aging/Continuing Care Advisory-Long Term Care Council members participated in the planning process by attending many of the public forum meetings held in October and November 2011. Senior Center meetings/public forum sessions were held at the North Utica Community Center on November 1st 11:00 a.m.; Parkway Senior Center on November 7th 11:00 a.m.; Sherrill Community Activities Center November 9th 11:00 a.m.; the New Hartford Senior Center, November 10th 11:00 a.m.; and the Ava Dorfman Senior Center, November 14th 11:00. Those locations attended by Advisory Council members included the Parkway Center attended by Kelly Walters; The New Hartford Senior Center attended by Jean McBride; and the Ava Dorfman Center attended by Margaret Corbett. Participating members joined in discussions with those in attendance, and assisted the needs assessment survey process.

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Acacia Home Car3e	[ ]	Certified Home Health Agency	0.00
Acacia Licensed Home Care Company	[ ]	Licensed Home Care Agencies	0.00
Active Day Seniors Program/Lutheran Care	[√ ]	Adult Day Care	0.00
Adirondack Manor Home	[ ]	Adult Homes Assisted Living	0.00
Adirondak Manor Home Care Agency	[ ]	Licensed Home Care Agencies	0.00
Adrean Terrace Apartments	[ ]	Housing/Apartments	0.00
Algonquin Apartments	[ ]	Housing/Apartments	0.00
ALLTEL	[ ]	Lifeline - PERS	0.00
Alzheimers Association of CNY	[ ]	Caregiver Support Group	0.00
Angel Care	[ ]	Companion Agencies	0.00
Apartment Connections	[ ]	Housing/Apartments	0.00
ARC Advocacy & Ser. for People with Disabilities	[ ]	Employment Training	0.00
Augusta Presbyterian Church	[ ]	Multi purpose service centers and focal points	0.00
Ava Dorfman Senior Center	[ ]		0.00
Ava Dorfman Senior Center	[ ]	Caregiver Support Group	0.00
Ava Dorfman Senior Center/SADC	[√ ]	Adult Day Care	0.00
Avqa Dorfman Center	[ ]	Multi purpose senior centers and focal points	0.00
Barneveld Medical Center	[ ]	Hospitals/Clinics	0.00
Barneveld Seniors-Singing Hills Seniors	[ ]	Multi purpose senior centers and focal points	0.00
Behr's Homecare LLC	[ ]	Companion Agencies	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Bethany Gardens Skilled Living Center	[ ]	Nursing HOMes	0.00
Bethany Gardens Skilled Living Center	[ ]	Caregiver Support Group	0.00
Betsey Ross Nursing Home	[ ]	Nursing Homes	0.00
Boonville Family Clinic	[ ]	Hospitals/Clinics	0.00
Boonville Health Center	[ ]	Hospitals/Cinics	0.00
Boonville Housing Authority	[ ]	Housing/Apartments	0.00
Boonville United Methodist Church	[ ]	Multi purpose senior centers and focal points	0.00
Brandegge Garden Apartments	[ ]	Housing/Apartments	0.00
Bridgewater Town Hall	[ ]	Multi purpose senior centers and focal points	0.00
Brook Apartments	[ ]	Housing/Apartments	0.00
Brookdale Senior Living @Clarebridge	[ ]	Caregiver Support Group	0.00
Buck Property Management	[ ]	Housing/Apartments	0.00
Burleigh Apartment	[ ]	Housing/Apartments	0.00
Camden Apartments	[ ]	Housing/Apartments	0.00
Candlewyck Apartments	[ ]	Housing/Apartments	0.00
Care Givers	[ ]	Licensed Home Care Agencies	0.00
Caregiver Support Group@Parish Nurse Ministry	[ ]	Caregiver Support Group	0.00
Caregivers	[ ]	Companion Agencies	0.00
Cathie-Lee Home Care, LLC	[ ]	Licensed Home Care Agencies	0.00
Cedarbrook A Sitrin Community	[ ]	Assisted Living	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Cedarbrook Apts	[ ]	Housing/Apartments	0.00
Central NY Parkinson's Support Group	[ ]	Caregiver Support Group	0.00
Chancellor Apartment	[ ]	Housing/Apartments	0.00
Charles T. Sitrin Health Care Center	[ ]	Nursing HOMes	0.00
Christopher Community, Inc.	[ ]	Housing/Apartments	0.00
City of Oneida Housing Authority	[ ]	Housing/Apartments	0.00
City of Utica Section 8 Housing	[ ]	Housing/Apartments	0.00
Clare Bridge Clinton	[ ]	Adult Home	0.00
Clinton House	[ ]	Housing/Apartments	0.00
Clinton Manor Apartments	[ ]	Housing/Apartments	0.00
Colonial Apartment 1	[ ]	Housing/Apartments	0.00
Colonial Apartment 2	[ ]	Housing/Apartments	0.00
Colonial Square Apartments	[ ]	Housing/Apartments	0.00
Comfy Care	[ ]	Companion Agencies	0.00
Comm. Health & Behavioral Servs. Psychiatric Serv	[ ]	Hospital/Clinics	0.00
Community Health & Behavioral Serv. Primary Care	[ ]	Hospitals/Clinics	0.00
Community Recovery Center for Rome Hospital	[ ]	Hospitals/Clinics	0.00
Compassionate Elder Care.LLC	[ ]	Companion Agencies	0.00
Compson, Eannace,Pierro Law Group LLC.	[ ]	Elder Law Attorney	0.00
Country Club Courts	[ ]	Housing/Apartments	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
D. Victor Pelligrino, ESQ	[ ]	Elder Law Attorney	0.00
Deaf Interp./RCIL	[ ]	Hospitals/Clinics	0.00
Deerfield Town Hall	[ ]	Multi purpose senior centers and focal points	0.00
East Shore Apartments	[ ]	Housing/Apartments	0.00
Eastern Star Campus	[ ]	Housing/Apartments	0.00
Eastern Star Home & Infirmary	[ ]	Nursing Homes	0.00
Elder Companions	[ ]	Companion Agencies	0.00
Empower NY	[ ]	Home Repair/Weatherization	0.00
Estate Planning Law Center	[ ]	Elder Law Attorney	0.00
Family Home Care	[ ]	Licensed Home Care Agencies	0.00
Faxton/St. Lukes Health Care Faxton Campus	[ ]	Hospitals/Clinics	0.00
Forestport Town Hall	[ ]	Multi purpose senior centers and focal points	0.00
FX Matt Apartments	[ ]	Housing/Apartments	0.00
Genesee Towers Apartments	[ ]	Housing/Apartments	0.00
Georgian Court Apartments	[ ]	Housing/Apartments	0.00
Gilmore Village	[ ]	Housing/Apartments	0.00
Giruzzi Law Offices	[ ]	Elder Law Attorney	0.00
Harding Nursing Home	[ ]	Nursing Homes	0.00
Health Care Monitoring	[ ]	Lifeline - PERS	0.00
Heritage Health Care Center	[ ]	Nursing Homes	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Highland Court	[ ]	Housing/Apartments	0.00
Hillside Gardens	[ ]	Housing/Apartments	0.00
Historical Park Apartments	[ ]	Housing/Apartments	0.00
Holland House Apartments	[ ]	Housing/Apartments	0.00
Home Helpers - Direct Link	[ ]	Companion Agencies	0.00
Housing Visions Consultants	[ ]	Housing/Apartments	0.00
HTC Human Technologies Coporation	[ ]	Employment Training	0.00
Humphrey Garden Apartments	[ ]	Housing/Apartments	0.00
Independence Care	[ ]	Companion Agencies	0.00
Intercostals Group of Properties/Six Nations	[ ]	Housing/Apartments	0.00
Johnson Park Apartments	[ ]	Housing/Apartments	0.00
Katherine Luther Home	[ ]	Nursing Homes	0.00
Kennedy Plaza Apartments	[ ]	Housing/Apartments	0.00
Kirkland Senior Center	[ ]	Multi purpose senior centers and focal points	0.00
Kortenaer Village	[ ]	Housing/Apartments	0.00
Lee Center Town Hall	[ ]	Multi purpose senior center and focal points	0.00
Legal Aid Society of Mid New York	[ ]	Elder Law Attorney	0.00
Liberty Gardens	[ ]	Housing/Apartments	0.00
Lillian Y. Cooper Memorial Apartments	[ ]	Housing/Apartments	0.00
Lincare Inc.	[ ]	Medical Equipment	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Lincare Infusion	[ ]	Medical Equipment	0.00
Lincare of New York, Inc	[ ]	Licensed Home Care Agencies	0.00
Link to Life	[ ]	Lifeline - PERS	0.00
Loretto Family Practice Center	[ ]	Hospitals/Clinics	0.00
Loretto Utica Center	[ ]	Nursing Homes	0.00
Loretto Utica Center	[ ]	Enriched housing/Assisted Living Program	0.00
Loretto Utica/Adult Day Care Program	[ ]	Adult Day Care	0.00
Loretto-Utica Home Care	[ ]	Licensed Home Care Agencies	0.00
Lutheran Care - corporate	[ ]	Housing/Apartments	0.00
Lutheran Home of Central New York	[ ]	Adult Home	0.00
Macartovin Apartments	[ ]	Housing/Apartments	0.00
Madison Plaza Apartments	[ ]	Housing/Apartments	0.00
Marcy Seniors Town Hall	[ ]	Multi purpose senior centers and focal points	0.00
Marcy Service Center	[ ]	Home Improvement/Weatherization	0.00
Margaret Knamm Apartments	[ ]	Housing/Apartments	0.00
Marian Medical Imaging Center	[ ]	Hospitals/Clinics	0.00
Marino-Ruggerio	[ ]	Housing/Apartments	0.00
Mark Wolber, ESQ.	[ ]	Elder Law Attorney	0.00
Martin Luther Nursing Home	[ ]	Nursing Homes	0.00
Mary D. Buck Apartments	[ ]	Housing/Apartments	0.00



RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Masonic Home - Wiley Hall	[ ]	Adult HOme/Assisted Living	0.00
Masonic Home and Health Facility	[ ]		0.00
Masonic Home and Health Facility	[ ]	Nursing Homes	0.00
Maxim of New York, LLC	[ ]	Licensed Home Care Agencies	0.00
May Flower Apartments	[ ]	Housing/Apartments	0.00
Medical Answering Services, LLC	[ ]	Lifeline - PERS	0.00
Michael Cancilla, ESQ.	[ ]	Elder Law Attorney	0.00
Michael Walsh Homes	[ ]	Housing/Apartments	0.00
Mill Stream Manor Apartments	[ ]	Housing/Apartments	0.00
Mohawk Gardens Community	[ ]	Housing/Apartments	0.00
Mohawk Hospital Equipment	[ ]	Meidcal Equipment	0.00
Mohawk Valley Apartments	[ ]	Housing/Apartments	0.00
Mohawk Valley Community Action/Weatherization Prog	[ ]	Home Repair/Weatherization	0.00
Mohawk Valley Home Care	[ ]	Medical Equipment	0.00
Mohawk Valley Home Care, LLC	[ ]	Licensed Home Care Agencies	0.00
Mt. Carmel Apartments	[ ]	Housing/Apartments	0.00
Mt. Vernon Apartments	[ ]	Housing/Apartments	0.00
Municipal Housing Authority Program	[ ]	Home Repair/Weatherization	0.00
Municipal Housing Authority-City of Utica	[ ]	Housing/Apartments	0.00
N.D. Peters	[ ]	Housing/Apartments	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Neighborhood Center Kindred Hearts	[ ]	Caregiver Support Group	0.00
Neighborhood Center Kindred Hearts - Rome	[ ]	Caregiver Support Group	0.00
Neighborhood Improvement Program of Rome	[ ]	Home Repair/Weatherization	0.00
New Carriage House Apartments	[ ]	Housing/Apartments	0.00
New Hartford Dining & Activity Center	[ ]	Multi purpose senior centers and focal points	0.00
New York Mills Senior Center	[ ]	Housing/Apartments	0.00
New York Mills Senior Center	[ ]	Multi purpose senior centers and focal points	0.00
NLRC National Legal Resource Center	[ ]	Elder Law Attorney	0.00
North Utica Medical Center	[ ]	Hospitals/Clinic	0.00
North Utica Senior Center	[ ]	Multi purpose senior centers and focal points	0.00
Noyes Manor	[ ]	Housing/Apartments	0.00
Nunn's Hospital Equipment	[ ]	Medical Equipment	0.00
NYSERDA	[ ]	Home Repair/Weatherization	0.00
OFA/OCC Caregiver Support Group@N Utica Comm. Ctr	[ ]	Caregiver Support Group	0.00
Olbiston Apartments	[ ]	Housing/Apartments	0.00
Old Carriage House Apartments	[ ]	Housing/Apartments	0.00
Oliver Apartments	[ ]	Housing/Apartments	0.00
Oneida County Bldg. - Utica	[ ]	Multi purpose senior centers and focal points	0.00
Oneida County Health Department	[ ]	Hospitals/Clinics	0.00
Oneida County Office Bldg. - Rome	[ ]	Multi purpose senior centers and focal points	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Oneida Health Care Center	[ ]	Hospitals/Clinics	0.00
Oneida Health Care Center - Extended Care	[ ]	Nursing Homes	0.00
Oxford Home Care Services, Inc	[ ]	Licensed Home Care Agencies	0.00
Oxford Towne Apartments	[ ]	Housing/Apartments	0.00
Paris Town Hall	[ ]	Multi purpose senior centers and focal points	0.00
Park Drive Manor I-II	[ ]	Housing/Apartments	0.00
Parkway Senior Center	[ ]	Multi purpose senior centers and focal points	0.00
Pathstone Corporation	[ ]	Employment Training	0.00
Peretta Twin Tower Apartments	[ ]	Multi purpose senior centers and focal points	0.00
Perretta Twin Towers	[ ]	Housing/Apartments	0.00
Pounder Hall	[ ]	Housing/Aaprtments	0.00
Pounder Hall, Inc. Eastern Star Home	[ ]	Enriched Housing	0.00
Presbyterian - Home Care	[ ]	Licensed Home Care Agencies	0.00
Presbyterian Residential Community	[ ]	Adult HOME/Assisted Living Program	0.00
Presbyterian Residential Community - SADC	[√ ]	Adult Day Care	0.00
Presbyterian Residential Community, Inc MADC	[√ ]	Adult Day Care	0.00
Preswick Glen	[ ]	Housing/Aaprtments	0.00
Primecare Clinic	[ ]	Hospitals/Clinics	0.00
Radley & Rheinhardt PC	[ ]	Elder Law Attorney	0.00
RCIL Adult Day Service - Sail	[ ]	Multi purpose senior centers and focal points	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
RCIL Center for Independent Living	[ ]	Employment Training	0.00
RCIL Resource Center for Independent Living	[ ]	Caregiver Support Group	0.00
Rescue Mission	[ ]	Housing/Apartments	0.00
Resource Center for Independent Living	[ ]	Consumer Directed Care	0.00
Resource Center for Independent Living (RCIL)	[ ]	Medical Equipment	0.00
Resource Center for Independent Living - SADC	[√ ]	Adult Day Care	0.00
Response Link of CNY	[ ]	Lifeline - PERS	0.00
Rome Home	[ ]	Adult Home	0.00
Rome Housing Authority	[ ]	Housing/Apartments	0.00
Rome Mall Apartments	[ ]	Housing/Apartments	0.00
Rome Memorial Hospital	[ ]	Hospitals/Clinics	0.00
Rome Towers	[ ]	Housing/Apartments	0.00
Ropewalk Apartments	[ ]	Housing/Apartments	0.00
Rose Garden Apartments of Rome, Inc.	[ ]	Housing/Apartments	0.00
Sadaquada Apartments	[ ]	Housing/Apartments	0.00
School Bell Apartment	[ ]	Housing/Apartments	0.00
School House Apartments	[ ]	Housing/Apartments	0.00
School House Apartments	[ ]	Housing/Apartments	0.00
Schuyler Commons at Colonial Square	[ ]	Housing/Apartments	0.00
Senior Network Health	[ ]	Licensed Home Care Agencies	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Sibling Nursing Personnel Services, Inc.	[ ]	Licensed Home Care Agencies	0.00
Sitrin Dental	[ ]	Hospitals/Clinics	0.00
Sitrin Health Care center - MADC	[ ]	Adult Day Care	0.00
Sitrin Rehabilitation Center	[ ]		0.00
Sitrin Rehabilitation Center	[ ]	Hospitals/Clinics	0.00
Six Nations Square	[ ]	Housing/Apartments	0.00
South Rome Senior Center	[ ]	Multi purpose senior centers and focal points	0.00
St. Elizabeth Medical Center	[ ]	Hospitals/Clinics	0.00
St. Elizabeth's Home Care	[ ]	Certified Home Health Agency	0.00
St. John's Lutheran Church Caregiver Support	[ ]	Caregiver Support Group	0.00
St. Luke's Adult Day Health Care Program - MADC	[ ]	Adult Day Care	0.00
St. Regis Medical Equipment, Inc	[ ]		0.00
Steinhorst Square Apartments	[ ]	Housing/Apartments	0.00
Sullivan Apartments	[ ]	Housing/Apartments	0.00
Sunset Wood Apartments	[ ]	Housing/Apartments	0.00
The Meadows at Middle Settlement	[ ]	Housing/Apartments	0.00
The Terrace at Woodlawn	[ ]	Adult Home/Assisted Living Program	0.00
Title-5 OFA/OCC Senior Comm. Employment Program	[ ]	Employment Training	0.00
Twin Ponds Estates	[ ]	Housing/Apartments	0.00
U,S, Care Systems Plan-It-Staffing	[ ]	Consumer Directed Care	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
U. S. Care Systems	[ ]	Licensed Home Care Agencies	0.00
UCP Upstate Cerebral Palsy	[ ]	Employment Training	0.00
Upstate Home Care	[ ]	Licensed Home Care Agencies	0.00
Utica Center for Development Inc	[ ]	Training Employment	0.00
Utica Hillcrest Manor Corp	[ ]	Housing/Apartments	0.00
Utica Neighborhood Housing Services, Inc.	[ ]	Home Repair/Weatherization	0.00
Valentine Apartments	[ ]	HOusing/Apartments	0.00
Vernon Apartments	[ ]	Housing/Apartments	0.00
Vernon United Methodist Church	[ ]	Multi purpose senior centers and focal points	0.00
Veterans - Oneida County Administration - Rome	[ ]	Veterans Services	0.00
Veterans - Oneida County Administration - Utica	[ ]	Veterans Services	0.00
Veterans Administration - Federal	[ ]	Veterans Services	0.00
Veterans Administration - New York State	[ ]	Veterans Services	0.00
Veterans Outreach Center	[ ]	Multi purpose senior centers and focal points	0.00
Vienna United Methodist Church	[ ]	Multi purpose senior centers and focal points	0.00
Village Apartments	[ ]	Housing/Apartments	0.00
Village Point Apartment	[ ]	Housing/Apartments	0.00
Visiting Nurse Association	[ ]		0.00
Visiting Nurses Home Serv.of Utica & Onei Co, Inc.	[ ]	Licensed Home Care Agencies	0.00
Vocational & Educ. Ser. for Ind. w/ Disabilities	[ ]	Employment Training	0.00

RESOURCE INVENTORY

Agency/Organization	Subcontract?	Services Provided	Estimated Dollar Value
Vocational & Educational Ser. for Individuals w/ D	[ ]		0.00
Ward Law Firm	[ ]	Elder Law Attorney	0.00
Waterbridge Group LLC	[ ]	HOusing/Apartments	0.00
Waterville Town Hall	[ ]	Multi purpose senior centers and focal points	0.00
Wedgewood	[ ]		0.00
Wedgewood Apartments	[ ]	Housing/Apartments	0.00
West Sude Senior Center	[ ]	Multi purpose senior centers and focal points	0.00
Westmoreland Town Hall	[ ]	Multi purpose senior centers and focal points	0.00
Whitestown Community Center	[ ]	Multi purpose senior centers and focal points	0.00
Windsor Mews Apartment	[ ]	Housing/Apartments	0.00
Woodcreek Apartments	[ ]	Housing/Apartments	0.00
Workforce Development of Oneida County	[ ]	Employment Training	0.00
Working Solutions One Stop	[ ]	Employment Training	0.00
York St. Clinic (MVPC)	[ ]	Hospitals/Clinics	0.00

MULTIPURPOSE SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER

Name	Address	Senior Center?	Focal Point?	Receives Title III funds?	Estimated Funds Provided	Subcontractor Code
Ava Dorfman Sr. Ctr.	305 East Locust St., Rome, NY 13440	[ ]	[ ]	[ ]	0.00	
Boonville United Methodist Church	105 Ann St., Boonville, NY 13309	[ ]	[ ]	[ ]	0.00	
Bridgewater Town Hall-Municipal Building	North Route 8, Bridgewater, NY 13313	[ ]	[ ]	[ ]	0.00	
Burleigh Apts.	132 Cooper Street, Oriskany Falls, NY 13425	[ ]	[ ]	[ ]	0.00	
Deerfield Town Hall	6329 Walker Rd., Utica, NY 13502	[ ]	[ ]	[ ]	0.00	
Forestport Town Hall	Woodhull St., Forestport, NY 13494	[ ]	[ ]	[ ]	0.00	
Kirkland Senior Center	2 Mill St., Clark Mills, NY 13321	[ ]	[ ]	[ ]	0.00	
Lee Center Town Hall	5808 Stokes Lee Center Road, Lee Center, NY 13363	[ ]	[ ]	[ ]	0.00	
Lutheran Ads-Dial	110 Utica Road, Clinton, NY 13323	[ ]	[ ]	[ ]	0.00	
Marcy Seniors @ Town Hall	8801 Paul Becker Road, Marcy, NY 13403	[ ]	[ ]	[ ]	0.00	
New Hartford Dining and Activities	1 Sherman Pl., New Hartford, NY 13413	[ ]	[ ]	[ ]	0.00	
New York Mills Senior Center	379 Main Street, New York Mills, NY 13417	[ ]	[ ]	[ ]	0.00	
North Utica Sr. Ctr	50 Riverside Dr., Utica, NY 13502	[ ]	[ ]	[ ]	0.00	



Noyes Manor	600 W. Hinds Ave., Sherrill, NY 13461	[ ]	[ ]	[ ]	0.00	
Oliver Apts.	124 Cooper St., Oriskany Falls, NY 13425	[ ]	[ ]	[ ]	0.00	
Oneida County OFA/OCC NYConnects	235 Elizabeth Street, Utica, New York 13501	[ ]	[ ]	[ ]	0.00	
Paris Town Hall	Sulphur Springs Rd., Sauquoit, NY 13456	[ ]	[ ]	[ ]	0.00	
Parkway Senior Center	220 memorial Parkway, Utica, NY 13501	[ ]	[ ]	[ ]	0.00	
Peretta Twin Towers	509 Second Street, Utica, NY 13501	[ ]	[ ]	[ ]	0.00	
Presbyterian Adult Day Services	4300 Middle settlement Road, New Hartford, NY 13413	[ ]	[ ]	[ ]	0.00	

MULTIPURPOSE SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER

Name	Address	Senior Center?	Focal Point?	Receives Title III funds?	Estimated Funds Provided	Subcontractor Code
RCIL ADS-SAIL	1607 Genesee St., Utica, NY 13501	[ ]	[ ]	[ ]	0.00	
Refugee Center MV	309 Genesee St, Utica, NY 13501	[ ]	[ ]	[ ]	0.00	
Schoolhouse Apts	145 Stafford Ave., Waterville, NY 13480	[ ]	[ ]	[ ]	0.00	
Singing Hills Srs	852 Old Poland Rd, Barneveld	[ ]	[ ]	[ ]	0.00	
South Rome Sr. Ctr.	211 Ridge St., Rome, NY 13340	[ ]	[ ]	[ ]	0.00	
Sr Day Center of East Utica	675 Catherine St., Utica, NY 13501	[ ]	[ ]	[ ]	0.00	
Sunshine Corner	232 Ninth St., Sylvan Beach, NY 13157	[ ]	[ ]	[ ]	0.00	
Vernon United Methodist Church	5690 Main St., Vernon, NY 13476	[ ]	[ ]	[ ]	0.00	
West Side Sr Ctr	717 Court St., Utica, NY 13502	[ ]	[ ]	[ ]	0.00	
Westmoreland Town Hall	100 Station Road, Westmoreland, NY 13440	[ ]	[ ]	[ ]	0.00	
Whitestown Community Ctr	Westmoreland Rd., Whitesboro, NY 13492	[ ]	[ ]	[ ]	0.00	
YMCA-ROME SDC	301 W. Bloomfield St., Rome, NY 13440	[ ]	[ ]	[ ]	0.00	

**SYSTEM DEVELOPMENT AND COORDINATION**

1. Describe how the AAA plans to address any barriers to service, gaps in service availability or unmet needs in its Planning and Service Area, especially for those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/ at risk of institutionalization;
- homebound; or
- LGBT.

Oneida County Office for the Aging plans to address barriers to service, gaps in service availability or unmet needs in its planning and service area by utilizing the expertise of the Advisory/Long Term Care Council to continually survey low income; low income minorities; frail persons with disabilities; rural; limited English Proficient; Native Americans; institutionalized/at-risk of institutionalization; and home bound populations of seniors throughout the four year program period to ensure the identification of needs and address and needed. The additional targeting strategies will be utilized: 1. The OFA/OCC plans to use its three interpreting services to professionally translate program and service material for non-English speaking persons. 2. Coordinate with the Oneida County Department of Personnel to ensure that persons representing non-English speaking residents and other minority populations are adequately recruited when hiring County and subcontract agency staff. 3. Ensure awareness among minority operated agencies during the Aging Services Request for Proposals process for the purposes of creating awareness amongst these potential providers of aging and long term care service. 4. Provide the Office for the Aging/Containing Care Advisory/Long Term Care Council with sufficient technical assistance and information when the Nominating subcommittee begins to submit potential members to for appointment or reappointment to the Council. This will enable representation from each of the underrepresented groups in Oneida County. 5. Provide staff and subcontractors with sufficient training on targeting strategies to ensure all Office for the Aging/Containing care representatives are informed and educated on the special needs of low income; low income minorities; frail persons with disabilities; rural; limited English Proficient; Native Americans; institutionalized/at-risk of institutionalization; and home bound populations of seniors.

2. Describe the activities the AAA plans to undertake to coordinate services for older adults including, but not limited to: access; legal; home care; respite; and case management.

• Oneida County Office for the Aging/Continuing Care plans to continue its service delivery structure of NYConnects and Case Management being co-located within the area agency on aging. This will ensure that both functions are fully integrated and provide consumer information, assistance, assessment and care planning in a consistent manner. This includes continuing to administer and oversee both subcontracted and at the Office for the Aging/Continuing from one administrative office. • OFA/OCC also plans to continue coordinate a portion of its aging supportive services with the Alzheimer's Association of Central New York. This subcontractor agreement allows for flexible respite services to meet the individual needs of the consumer and their family caregiver. For those individuals who are at risk for institutionalization with a family caregiver in need of respite the OFA/OCC, Alzheimer Association as a fiscal intermediary, can administer a package of short-term and flexible service. This will alleviate caregiver burden while assuring the elderly consumer remains living at home, in the community, with supports needed by both the consumer and caregiver. • The non-profit entity known as the Greater Mohawk Valley Community Elderwellness Council, Inc. will also be used as a fiscal intermediary to ensure flexible, consumer centered services for older Oneida County Residents. Policies and procedures developed through the AOA demonstration project, Community Living Program, will be utilized to continue the delivery of budget based care planning with flexible non-traditional services to divert and delay institutional placement of persons at risk of institutional care who can be safely maintained in the community. • For the provision of Legal Services, Office for the Aging/Continuing Care plans to utilize at least two legal services providers with the coordination by the Aging Services Program Coordinator located with Oneida County's ADRC, NYConnects. This full time position which currently provides general aging information and assistance also serves as a point of advocacy for elders who are addressing concerns necessitating a referral for Legal Services. This positions also screens, approves, and brokers all Legal referrals to the subcontracted legal services providers on behalf of the OFA/OCC • To ensure the provision and coordination of personal care services the Office for the Aging/Continuing performs home care brokerage to all licensed home care agencies who are subcontract providers for both OFA/OCC EISEP and the Department of Social Services Medicaid. Case Aides located within the area agency perform all necessary coordination and physician follow-up activities to facilitate the brokerage and staffing for all OFA/OCC consumers. This system is also used for all individuals whose plan of care includes Social Model Adult Day Care Services and Home Delivered Meals. • Oneida County Office for the Aging plans to use Consumer Directed EISEP for greater access and flexibility. Aging services case managers will be trained by their supervisors to use this method as an option and alternative to traditional licensed agency care. As current

EISEP consumers are due for reassessment and when openings for new EISEP consumers are available, the case manager will consider those consumers who are able to self-direct and who may benefit from this method of care. The weekly OFA/OCC consumer case conference will also be used as a vehicle of case review and case management training to transition into Consumer Directed EISEP

3. Describe how the AAA plans to change or modify its internal procedures to better assist older adults in obtaining services and benefits.

• In 2012 Oneida County projects to relocate its administrative offices to 120 Airport Road in Oriskany New York. Simultaneously OFA/OCC plans to implement a higher level of outreach and education to inform the community of the availability of access for aging and disabled consumers countywide. The existing community focal point/outreach site vast schedule has been revised and a brochure has been created to ensure all community members are informed and able to access OFA/OCC at all locations. The locations and times will also be printed in local news publications and media points, as well as continuous display on the OFA/OCC digital network, AgeNet. • Office for the Aging/Continuing care will also locate its Rome case management staff with the staff formally located in the Utica office to implement a uniform approach to case management services, coordination and supervision of this service. Upon the move to the centrally located administrative office the OFA/OCC supervisory staff will begin to develop a formal system of supervisory back-up for one another's case management teams. At the same time, the clerical, data entry, and home care brokerage support staff which had operated in segregated and distinct units will be cross training for increased efficiency for all OFA/OCC. • Outreach coverage changes are being implemented to transition from a case management staff rotation for the consumer walk-in service areas located at 800 Park Avenue, Utica, and 301 West Dominick Street, Rome to the assignment of one full-time case manager at each location. Monthly outreach site visit schedule has also been revised to include the City of Sherrill and the Vienna Methodist Church to better serve both locations located in the Western section of the county.

4. Describe how the AAA plans to coordinate with the Local Department of Social Services (LDSS) and other community partners to provide information, assistance and public education regarding long term care options. Please include information describing how information and materials will be made accessible to persons with limited English proficiency and/or disabilities.

Office for the Aging/Continuing Care plans to coordinate with its community partners to provide information, assistance and public education regarding long term care options in through several collaborative methods including but not limited to: • The Commissioner of Oneida County Department of Social Services participates on the on Office for the Aging/Continuing Care Advisory Council. This ensures coordination between both Older American Act and the Medicaid community based long term care systems. • Office for the Aging/Continuing Care plans to coordinate with the Department of Social for access to the Welfare Management System (WMS) and other Medicaid data base and client management systems such as EMedNY. Access to these systems enables staff of the area agency on aging to fully integrate its service delivery system with the Oneida County Department of Social Services for streamlined access to services and programs for consumer assistance. • Oneida County OFA/OCC plan to conduct regular meetings with Oneida County Department of Social Services Medicaid Director and other DSS Department Directors to facilitate communication and education among both departments. This method can be used when questions or the need for clarification arise regarding eligibility for programs and when program regulations, guidelines, standards and procedures arise on for both departments. • Elder Abuse Coalition maintains representation from Adult Protective Services and other health, human service, legal and law enforcement agencies. This representation promotes the sharing of information on long term care and cross education for OFA/OCC and participating organizations. • Office for the Aging/Continuing Care plans to maintain its Memorandum of Understanding with the Department of Social Services to serve as a point of entry for all long term care services throughout Oneida County. This MOU also enables OFA/OCC to operate an assessment and brokerage agency for all Medicaid long term care programs under the direction of the Oneida County Department of Social Services. The County Medical Director is also located at the area agency on Aging to ensure physician guidance and oversight for consumers served by the County's Medicaid personal care and long term care programs. • The Office for the Aging/Continuing Care client walk-in service area located at the first floor of the County Office Building at 800 Park Avenue, Utica will be a shared location with the Oneida County Department of Social Services. This will allow for a close working relationship between both departments direct services staff while sharing office space and equipment for the purpose of servicing Oneida County residents. • Supervisory staff and program coordinators of Oneida County Office for the Aging/Continuing care will continue participation on community boards and committees for the purposes of coordinating, educating, and advocating on behalf of the Oneida County's Community based long term care consumers, system, and services. This ensures collaborative partnerships with the persons representing the hospital acute care network, homeless persons, licensed health care agencies, nursing facilities; minority focused organizations; community health networks; and other health and human service agencies.

### SYSTEM DEVELOPMENT AND COORDINATION

1. Describe how the AAA plans to address any barriers to service, gaps in service availability or unmet needs in its Planning and Service Area, especially for those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/ at risk of institutionalization;
- homebound; or
- LGBT.

Oneida County Office for the Aging plans to address barriers to service, gaps in service availability or unmet needs in its planning and service area by utilizing the expertise of the Advisory/Long Term Care Council to continually survey low income; low income minorities; frail persons with disabilities; rural; limited English Proficient; Native Americans; institutionalized/at-risk of institutionalization; and home bound populations of seniors throughout the four year program period to ensure the identification of needs and address and needed. The additional targeting strategies will be utilized: 1. The OFA/OCC plans to use its three interpreting services to professionally translate program and service material for non-English speaking persons. 2. Coordinate with the Oneida County Department of Personnel to ensure that persons representing non-English speaking residents and other minority populations are adequately recruited when hiring County and subcontract agency staff. 3. Ensure awareness among minority operated agencies during the Aging Services Request for Proposals process for the purposes of creating awareness amongst these potential providers of aging and long term care service. 4. Provide the Office for the Aging/Containing Care Advisory/Long Term Care Council with sufficient technical assistance and information when the Nominating subcommittee begins to submit potential members to for appointment or reappointment to the Council. This will enable representation from each of the underrepresented groups in Oneida County. 5. Provide staff and subcontractors with sufficient training on targeting strategies to ensure all Office for the Aging/Continuing care representatives are informed and educated on the special needs of low income; low income minorities; frail persons with disabilities; rural; limited English Proficient; Native Americans; institutionalized/at-risk of institutionalization; and home bound populations of seniors.

2. Describe the activities the AAA plans to undertake to coordinate services for older adults including, but not limited to: access; legal; home care; respite; and case management.

• Oneida County Office for the Aging/Continuing Care plans to continue its service delivery structure of NYConnects and Case Management being co-located within the area agency on aging. This will ensure that both functions are fully integrated and provide consumer information, assistance, assessment and care planning in a consistent manner. This includes continuing to administer and oversee both subcontracted and at the Office for the Aging/Continuing from one administrative office. • OFA/OCC also plans to continue coordinate a portion of its aging supportive services with the Alzheimer's Association of Central New York. This subcontractor agreement allows for flexible respite services to meet the individual needs of the consumer and their family caregiver. For those individuals who are at risk for institutionalization with a family caregiver in need of respite the OFA/OCC, Alzheimer Association as a fiscal intermediary, can administer a package of short-term and flexible service. This will alleviate caregiver burden while assuring the elderly consumer remains living at home, in the community, with supports needed by both the consumer and caregiver. • The non-profit entity known as the Greater Mohawk Valley Community Elderwellness Council, Inc. will also be used as a fiscal intermediary to ensure flexible, consumer centered services for older Oneida County Residents. Policies and procedures developed through the AOA demonstration project, Community Living Program, will be utilized to continue the delivery of budget based care planning with flexible non-traditional services to divert and delay institutional placement of persons at risk of institutional care who can be safely maintained in the community. • For the provision of Legal Services, Office for the Aging/Continuing Care plans to utilize at least two legal services providers with the coordination by the Aging Services Program Coordinator located with Oneida County's ADRC, NYConnects. This full time position which currently provides general aging information and assistance also serves as a point of advocacy for elders who are addressing concerns necessitating a referral for Legal Services. This positions also screens, approves, and brokers all Legal referrals to the subcontracted legal services providers on behalf of the OFA/OCC • To ensure the provision and coordination of personal care services the Office for the Aging/Continuing performs home care brokerage to all licensed home care agencies who are subcontract providers for both OFA/OCC EISEP and the Department of Social Services Medicaid. Case Aides located within the area agency perform all necessary coordination and physician follow-up activities to facilitate the brokerage and staffing for all OFA/OCC consumers. This system is also used for all individuals whose plan of care includes Social Model Adult Day Care Services and Home Delivered Meals. • Oneida County Office for the Aging plans to use Consumer Directed EISEP for greater access and flexibility. Aging services case managers will be trained by their supervisors to use this method as an option and alternative to traditional licensed agency care. As current

EISEP consumers are due for reassessment and when openings for new EISEP consumers are available, the case manager will consider those consumers who are able to self-direct and who may benefit from this method of care. The weekly OFA/OCC consumer case conference will also be used a vehicle of case review and case management training to transition into Consumer Directed EISEP

3. Describe how the AAA plans to change or modify its internal procedures to better assist older adults in obtaining services and benefits.

• In 2012 Oneida County projects to relocate its administrative offices to 120 Airport Road in Oriskany New York. Simultaneously OFA/OCC plans to implement a higher level of outreach and education to inform the community of the availability of access for aging and disabled consumers countywide. The existing community focal point/outreach site vast schedule has been revised and a brochure has been created to ensure all community members are informed and able to access OFA/OCC at all locations. The locations and times will also be printed in local news publications and media points, as well as continuous display on the OFA/OCC digital network, AgeNet. • Office for the Aging/Continuing care will also locate its Rome case management staff with the staff formally located in the Utica office to implement a uniform approach to case management services, coordination and supervision of this service. Upon the move to the centrally located administrative office the OFA/OCC supervisory staff will begin to develop a formal system of supervisory back-up for one another's case management teams. At the same time, the clerical, data entry, and home care brokerage support staff which had operated in segregated and distinct units will be cross training for increased efficiency for all OFA/OCC. • Outreach coverage changes are being implemented to transition from a case management staff rotation for the consumer walk-in service areas located at 800 Park Avenue, Utica, and 301 West Dominick Street, Rome to the assignment of one full-time case manager at each location. Monthly outreach site visit schedule has also been revised to include the City of Sherrill and the Vienna Methodist Church to better serve both locations located in the Western section of the county.

4. Describe how the AAA plans to coordinate with the Local Department of Social Services (LDSS) and other community partners to provide information, assistance and public education regarding long term care options. Please include information describing how information and materials will be made accessible to persons with limited English proficiency and/or disabilities.

Office for the Aging/Continuing Care plans to coordinate with its community partners to provide information, assistance and public education regarding long term care options in through several collaborative methods including but not limited to: • The Commissioner of Oneida County Department of Social Services participates on the on Office for the Aging/Continuing Care Advisory Council. This ensures coordination between both Older American Act and the Medicaid community based long term care systems. • Office for the Aging/Continuing Care plans to coordinate with the Department of Social for access to the Welfare Management System (WMS) and other Medicaid data base and client management systems such as EMedNY. Access to these systems enables staff of the area agency on aging to fully integrate its service delivery system with the Oneida County Department of Social Services for streamlined access to services and programs for consumer assistance. • Oneida County OFA/OCC plan to conduct regular meetings with Oneida County Department of Social Services Medicaid Director and other DSS Department Directors to facilitate communication and education among both departments. This method can be used when questions or the need for clarification arise regarding eligibility for programs and when program regulations, guidelines, standards and procedures arise on for both departments. • Elder Abuse Coalition maintains representation from Adult Protective Services and other health, human service, legal and law enforcement agencies. This representation promotes the sharing of information on long term care and cross education for OFA/OCC and participating organizations. • Office for the Aging/Continuing Care plans to maintain its Memorandum of Understanding with the Department of Social Services to serve as a point of entry for all long term care services throughout Oneida County. This MOU also enables OFA/OCC to operate an assessment and brokerage agency for all Medicaid long term care programs under the direction of the Oneida County Department of Social Services. The County Medical Director is also located at the area agency on Aging to ensure physician guidance and oversight for consumers served by the County's Medicaid personal care and long term care programs. • The Office for the Aging/Continuing Care client walk-in service area located at the first floor of the County Office Building at 800 Park Avenue, Utica will be a shared location with the Oneida County Department of Social Services. This will allow for a close working relationship between both departments direct services staff while sharing office space and equipment for the purpose of servicing Oneida County residents. • Supervisory staff and program coordinators of Oneida County Office for the Aging/Continuing care will continue participation on community boards and committees for the purposes of coordinating, educating, and advocating on behalf of the Oneida County's Community based long term care consumers, system, and services. This ensures collaborative partnerships with the persons representing the hospital acute care network, homeless persons, licensed health care agencies, nursing facilities; minority focused organizations; community health networks; and other health and human service agencies.

**SERVICE/PROGRAM EVALUATION**

Identify how both directly provided and subcontracted services and programs included in this plan will be evaluated to determine their quality and effectiveness. (Check all that apply)

- Client satisfaction surveys
- Client files/records
- AAA staff reports
- Cost/benefit analysis
- Monitoring activities (directly provided and subcontracted)
- Focus groups
- CAARS/NAPIS reports
- Outcome measures
- Provider/Contractor Reporting
- Other(s): (Identify)

**CONTRIBUTIONS and COST SHARING**

Describe how the AAA plans to provide the older adults served through Title III-B, Title III-C1, Title III-C2, Title III-D, Title III-E, SNAP, CSE and CSI resources and non-cost sharing clients served by EISEP with a voluntary and confidential opportunity to contribute to the cost of services. (Refer to 03-PI-05, NYSOFA Policy on Program Income, dated 4/22/03)

1. Oneida County Office for the Aging/Continuing care plans to development of Service and fee schedule matrix. This matrix will be used for multiple purposes including informing consumers, family members, and the community in general on the programs services and established fee schedule each program period. The matrix will include a description of each program/service; program eligibility; full cost of each services; suggested donation amounts; and fee for service rates for non-eligible and private pay (fee for service) consumers. 2. Brochures will be created and maintained for all of the Office for the Aging/Continuing Care services and programs. Each brochure will contain a tear-off section for the purposes of informing and education about the ability to receive client contributions, private donations. This tear-off form can also be used to mail in donations and client contributions to OFA/OCC. 3. Cost Share statements will also be sent to EISEP participants on a monthly basis as a method of client cost share for in-home care provided under the Oneida County EISEP Program. 4. Periodic mailings will be conducted to consumers receiving Social Model Adult Day Care Services, Volunteer Transportation Services, Home Delivered Meals, and Respite Services. 5. NPE donation flyer used to promote and inform Home Delivered Meal participants about client contributions will be distributed on meal delivery routes on a quarterly basis. Additionally, participants who receive deliveries of emergency shelf stable meals and special holiday and week end deliveries will be given information sheets with instructions for heating and using these meals. The information sheets will also contain client contribution information to inform participations about the ability to make confidential and voluntary donations for their meals. 6. Participants' attending the Office for the Aging/Continuing Care Nutrition Program or the Elderly Congregate Dining Sites will be provided with NPE Program brochures informing them of client contribution information to inform participations about the ability to make confidential and voluntary donations for their meals. Posters will also be prominently displayed at each congregate dining site to create awareness regarding the suggested congregation meal rates and policy. 7. Program donation requirements will be stated in purchase of service agreements for all OFA/OCC service providers. This includes agencies that provide Social Adult Day Care, Home Delivered Meals; Congregate Meals; and Volunteer Transportation.

*(If any suggested voluntary contribution schedule(s) has/have been developed, check here  and forward the schedule(s) to NYSOFA(ASR) by US Mail or Email.)*

2. Describe how the AAA will monitor the provider's use of voluntary contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under this Act.

Oneida County Office for the Aging/Continuing Care plans to monitor the providers' use of voluntary contributions through the following practices: a) Monthly auditing of all subcontractor vouchers and expenditure reports by OFA/OCC fiscal staff. b) Annual on-site programmatic and fiscal audits. c) Monthly monitoring site-visits to Nutrition Program congregate dining sites by the Nutrition Program Coordinator and/or the OFA/OCC consulting dietitian

3. Describe the process(es) for billing and collecting client cost sharing under EISEP and, if applicable, under CSE for EISEP-like services.

The following procedures are used by the Oneida County Office for the Aging/Continuing Care for client cost sharing under the Expanded In-Home Services for the Elderly (EISEP) Program: a) Each client's EISEP cost share percentage is calculated by the case manager with the client and the cost share agreement is signed by the client. b) The OFA/OCC case management supervisor reviews and signs off on each client record containing a client cost share agreement. c) The client cost share percentages are entered into the client data base. d) The client cost shares are tracked by the OFA/OCC fiscal staff. e) Client cost share statements are created by OFA/OCC fiscal staff, mailed to each EISEP client by the 10th of each month proceeding the month the EISEP services had been provided to the client. f) Cost share payments are mailed and submitted to the OFA/OCC fiscal unit, posted to the client's account, with account ledgers and balance maintained for each client. g) Any client concerns relating to cost share payments and balances are brought to the attention of the supervisor of the assigned client's case manager in order to be addressed by the case manager of the EISEP client.



Within the broad categories listed below, check the AAA's case priority issues for legal services. If a priority issue was identified that is not listed below, please specify the issue in the space provided. (Refer to 94-PI-52: "Statewide Standards for the Delivery of Legal Assistance to Older New Yorkers" pages 5 through 7)

The AAA is required to consult with its legal services provider(s) in identifying priority issues. Please check here to indicate that the AAA has done so [ ].

**LEGAL SERVICES — CASE PRIORITIES**

<b>INCOME MAINTENANCE AND BENEFITS</b>		<b>HEALTH / LONG TERM CARE</b>	
<input checked="" type="checkbox"/>	Social Security	<input checked="" type="checkbox"/>	Medicare
<input checked="" type="checkbox"/>	SSI	<input checked="" type="checkbox"/>	Medicaid
<input type="checkbox"/>	Food Stamps	<input checked="" type="checkbox"/>	Nursing Home Issues
<input checked="" type="checkbox"/>	Unemployment	<input checked="" type="checkbox"/>	Adult Home Issues
<input checked="" type="checkbox"/>	Railroad Retirement	<input type="checkbox"/>	Insurance Issues
<input checked="" type="checkbox"/>	Workers Compensation	<input checked="" type="checkbox"/>	Home Health Care
<input checked="" type="checkbox"/>	Pensions	<input type="checkbox"/>	QMB and SLMBY Issues
<input checked="" type="checkbox"/>	HEAP	<input type="checkbox"/>	Other (Describe)
<input type="checkbox"/>	Other (Describe)		
<b>HOUSING/UTILITIES</b>		<b>INDIVIDUAL RIGHTS</b>	
<input type="checkbox"/>	Tenant Issues & Evictions	<input checked="" type="checkbox"/>	Defense of Guardianship
<input checked="" type="checkbox"/>	Section 8 Housing	<input checked="" type="checkbox"/>	Preservation of Personal Autonomy (e.g. POA, Health Care Proxy etc.)
<input type="checkbox"/>	Foreclosure	<input checked="" type="checkbox"/>	Representative Payee
<input type="checkbox"/>	Home Repair Fraud	<input checked="" type="checkbox"/>	Abuse Cases
<input checked="" type="checkbox"/>	Utility Shut Offs	<input checked="" type="checkbox"/>	Financial Exploitation
<input checked="" type="checkbox"/>	Energy Issues	<input type="checkbox"/>	Other (Describe)
<input checked="" type="checkbox"/>	Home Ownership/Real Property		
<input type="checkbox"/>	Home Equity Conversion/Reverse Mortgages	<b>MISCELLANEOUS CATEGORIES</b>	
<input type="checkbox"/>	Other (Describe)	<input checked="" type="checkbox"/>	Discrimination
		<input type="checkbox"/>	Permanency Planning on behalf of adult children with disabilities
		<input checked="" type="checkbox"/>	Grandparents/Relatives' Rights
		<input checked="" type="checkbox"/>	Divorce/Annulment/Separation (in order to obtain benefits)
<b>CONSUMER</b>		<input checked="" type="checkbox"/>	Employment Issues
<input type="checkbox"/>	Consumer Debt/Credit Card Issues/Collection	<input checked="" type="checkbox"/>	Taxes
<input type="checkbox"/>	Contracts/Warranties	<input type="checkbox"/>	Other (Describe)
<input type="checkbox"/>	Non-Health Insurance Issues		
<input type="checkbox"/>	Bankruptcy		
<input type="checkbox"/>	Other (Describe)		

PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL

1. Provide the following information on Public Hearing(s) held for the SFY 2012-13 planning period.

Location	Date	Number Attending
North Utica Community Center	11/01/2011	20
Parkway Senior Center	11/07/2011	18
Sherrill Community Activities Center	11/09/2011	25
New Hartford Senior Center	11/14/2011	28
	11/14/2011	15

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]

YES  \*NO

**Date of notice publication:** 10/07/2011

c. Was the proposed Plan or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?

YES  \*NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of this plan?

YES  \*NO

e. **NEW YORK CITY ONLY:** Was at least one Public Hearing as described herein held in each borough?

YES  \*NO

If \*NO to any of the above please explain:

Oneida County Office for the Aging/Continuing Care ensures input from those unserved and underserved older adults individuals in greatest social or economic need by: • Selecting locations for public forums for the purposes of targeting both seniors living in both rural and urban areas of the County. This included Cities of Rome, Utica, and Sherrill. • Providing frail and isolated home-bound and those persons who are living alone with a mechanism to provide input by distributing needs assessment surveys to persons receiving home delivered meals. • Placing a public notice in the local newspaper to inform persons of the public forums. • Releasing a media advisory with the dates and locations of the public forums for the purposes of gathering input from persons who are normally served by or affiliated with local aging network.

2. Briefly describe the efforts used in seeking input from those unserved and underserved older adults individuals in greatest social or economic need, particularly those who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/at risk of institutionalization;
- homebound; or
- LGBT.

Oneida County Office for the Aging/Continuing Care ensures input from those unserved and underserved older adults individuals in greatest social or economic need by: •Selecting locations for public forums for the purposes of targeting both seniors living in both rural and urban areas of the County. This included Cities of Rome, Utica, and Sherrill. •Providing frail and isolated home-bound and those persons who are living alone with a mechanism to provide input by distributing needs assessment surveys to persons receiving home delivered meals. •Placing a public notice in the local newspaper to inform persons of the public forums. •Releasing a media advisory with the dates and locations of the public forums for the purposes of gathering input from persons who are normally served by or affiliated with local aging network.

3. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?

In addition to the paid public notice placed in the local newspaper a mailing was conducted. The mailing contained a one-sheet flier with the dates and locations of each scheduled public meeting. Locations of the mailings included senior centers, senior housing complexes, and area senior citizen clubs and organizations.

4. Briefly summarize major issues discussed or raised at the public hearings.

Issues discussed at the public hearings included the need for outreach activities in the city of Sherrill. One major discussion at the public meeting held at the New Hartford Senior Center included the importance of continuing the flu and pneumonia vaccination clinics at senior centers in light of the County Health Department's potential restructuring of its clinic services.

5. List major changes in the Area Plan resulting from input by attendees at the hearings. Or, if appropriate, put a checkmark below.

Not applicable, no major change(s)

Major changes in the Plan:

The addition of the City of Sherrill as a monthly outreach focal point location.

6. Provide the date the Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)]

Date: 12/14/2011

Summarize the comments of the Advisory Council:

No comments received at this point

**AREA AGENCY PROGRAM AND SERVICES INFORMATION**

**A. NUTRITION SERVICES** (Refer to the *Guide for Completion* and 92-TAM-3, 2/26/92 for additional information.)

1. Nutrition services funded under Title III-C, III-E, SNAP, CSE, EISEP, other:

a. Summarize the AAA's plan for meeting nutrition services requirements including meals, counseling and education designed to improve nutritional status, promote good health and to prevent illness. Indicate the anticipated effect any proposed operational changes (such as site closure) will have on service. Please refer to Section A of the *Guide* for a list of items that should be covered in the summary.

Summary of Plans:

The Oneida County Office for the Aging/Continuing Care Senior Nutrition Program plans to continue its service for the delivery of home delivered meals, congregate meal services and nutrition counseling and education throughout this four year program period. The schematics of the program and its operation are summarized below: CONGREGATE DINING PROGRAMS Nutrition Programs for the Elderly (NPE) consists of Meal Programs which ensure adequate nutrition to individuals living in the community with functional impairments which may pose the risk of malnutrition. Both Home Delivered Meal and Congregate Meal programs provide well-balanced meals providing 1/3 the Recommended Daily Allowances for adults as established by the American Dietetic Association. The Congregate Dining Sites are located in Senior Centers, Senior Housing, and other community focal points throughout Oneida County. Meaningful social activities are planned around the noon time meal at most of the sites. Reservations required at least 24 hours ahead. There is a suggested donation of \$2.00 per meal for participants' age 60 and older, or \$6.00 full cost of meal for guest under 60 years old. Donations for those individuals over age 60 are voluntary and confidential, and no one age 60 or older will be denied a meal for inability to contribute. This program has (12) Congregate Dining Site Locations: • Boonville United Methodist Church, Boonville • Forestport Town Hall, Forestport • New Hartford Senior Dining & Activity Center, New Hartford • Paris Town Hall, Sauquoit • Vernon United Methodist Church, Vernon • Ava Dorfman Senior Civic Center, Rome • South Rome Senior Center, Rome • North Utica Senior Citizen Community Center, Utica • Parkway Senior Center, Utica • Perretta Twin Towers Apartments, Utica • West Side Senior Center, Utica • Noyes Manor Apartments, Sherrill HOME DELIVERED MEAL PROGRAM Nutrition Programs for the Elderly (NPE) consists of Meal Programs which ensure adequate nutrition to individuals living in the community with functional impairments which may pose the risk of malnutrition. Both Home Delivered Meal and Congregate Meal programs provide good tasting, well-balanced meals providing 1/3 the Recommended Daily Allowances for adults as established by the American Dietetic Association. The primary Nutrition Program in Office for the Aging consists of the Administration on Aging, Older Americans Act Nutrition Program for the Elderly. This program targets frail, homebound elderly individuals, age 60 and older, and makes the service available at a suggested donation of \$2.50 to its participants. Home Delivered Meals are delivered to participants' homes Monday through Friday. Delivery of meals also serves as a monitoring system for all individuals, daily. Delivery personnel check on each person's wellbeing and status daily. No meal is left unless contact is made with the participant. In the event that a person is found not to be well, or in an emergency situation, the driver will call 911, report to supervisor who then will notify OFA-OCC Nutrition Unit who will make emergency contacts of client aware of incident. NUTRITION COUNSELING & EDUCATION PROGRAMS Nutrition Counseling and Education provided by a Registered Dietitian it is an instrumental component of Oneida County's Nutrition Services. Counseling and education through telephone contact, home visits and regular monthly visits to the congregate sites. A monthly education column is written and printed in Prime Time and distributed to all individuals receiving home delivered and congregate meals. The OFA/OCC monthly article serves as a format for the dietitians each month at the dining sites. There are potential changes under consideration for the Senior Nutrition Program for the upcoming program period. Potential areas for change include: a) The increase in participant contributions from \$2.00 to \$2.25 for congregate meals; and \$2.50 to \$2.75 for home delivered meals. Private pay meal rates are planned to increase from \$6.00 to \$6.40 for the program period of 2012-2013. b) The feasibility of a county provided central kitchen and packing site is currently under review. The potential change may be from a subcontractor provided rental location in New York Mills to a County owned space at 120 Airport Road, Oriskany New York. c) A Request for Proposal Process will occur in 2012 to secure the services of a subcontracted Elderly Nutrition Program provider for the program period of 2013 to 2015. This process is planned to begin in June of 2012. d) The Oneida County Office for the Aging/Continuing Care also plans to continue negotiating rates and pursuing business relationships with all interested long term care Managed Care Organizations for the provision of congregate meals; home delivered meals; and nutrition counseling and education for their MCO plan enrollees. e) Subcontractor efficiency measures including meal delivery routes in the outermost portions of the county to provide deliveries of frozen meals to reduce the number of delivery days; change from paid packing site location in Utica to a hosted location in lieu of rent.

b. Are any operational changes in nutrtnion sites or food preparation sites (kitchens, caterers) planned or projected for SFY 2012-13?

\*YES  NO

If \*YES, please list the site(s) that are proposed to be changed, the type of change and when the change is projected to take place. List one site per line.

**Nutrition Site Changes**

NAME OF SITE/LOCATION	TYPE OF CHANGE	DATE OF CHANGE
-----------------------	----------------	----------------

c. Total number of Registered Dietitian (RD) service hours per week planned or projected for SFY 2012-13: 15.00

d. Of the above total: 15.00 hours of RD services are provided by RD who is on staff or is a consultant to the AAA. (Do not include hours of the RD who is employed by a nutrition or meal program provider.)

e. Are there long-term (3 months or more) vacancies in the following positions?

Fulltime oversight staff person  \*YES  NO

Registered Dietitian/Certified Dietician Nutritionist  \*YES  NO

If \*YES, describe your plan for filling the position(s), including estimated (anticipated) completion date.

2. Health Promotions Services funded under Title III-D, EISEP, CSE, CSI, and Other:

a. Health Promotion

Medication Management\*

Evidence-based Health Promotion Programs

Home Injury Control

Preventive Nutrition Services

Other (briefly describe):

Routine Health Screening

Physical Fitness Programs

Mental Health Services

Medicare Preventive Services

\*Through federal fiscal year 2010, federal appropriation language has required that a portion of the Title III-D funding be expended on medication management, screening, and education activities.

b. Summarize the AAA's programs and activities provided to promote wellness and preventative health especially those targeting medically underserved populations. Include a discussion of innovative, non-traditional approaches to service delivery. (See *Guide* for additional instructions in preparing the summary)

Oneida county Office for the Aging/Continuing Care and the Oneida County Health Department has sponsored the Healthy Choices NY Program for Oneida County Residents. OFA/OCC and the Oneida County Health Department plan to facilitate three programs in rural areas of the County. These locations include Boonville; Oriskany Falls; and Sherrill.

c. If your AAA operates or plans to implement one of the recognized evidence-based nutrition or health promotion programs, please indicate which ones(s) you operate (or plan to implement). Also list local partners involved in operating or supporting your program.

	PROGRAM 1	PROGRAM 2
<b>LOCAL PROGRAM NAME</b>		
<b>Evidence-based model used</b>	CDSMP	
<b>If "Other Program" is selected for the model, please describe:</b>		
<b>Date begun or planned to begin</b>	10/15/11	
<b>Partners</b>	OC Health Department; Parkway Senior Center	
<b>Target population</b>	Adults and Elderly	
<b>Number of participants</b>	10	
	PROGRAM 3	PROGRAM 4
<b>LOCAL PROGRAM NAME</b>		
<b>Evidence-based model used</b>		
<b>If "Other Program" is selected for the model, please describe:</b>		
<b>Date begun or planned to begin</b>		
<b>Partners</b>		
<b>Target population</b>		
<b>Number of participants</b>		

This list of evidence-based health promotion programs has research-based health-related outcomes. When considering the utilization of your Title III-D funding, NYSOFA encourages AAAs to adopt evidence-based health promotion programs. Some are easier to implement and maintain than others, and some require professional level staff to deliver while others are largely delivered by trained volunteers:

NYSOFA is working with several of these programs to build capacity for greater delivery of evidence-based programs to older adults statewide. The following table contains a variety of evidence-based health promotion programs for your consideration. They are grouped by health concern addressed. Items starred indicate programs where there has been a concerted effort in NYS to build capacity and experience around the delivery of the program. Like evidence-based disease prevention programs (EBDP) with one star, items with two stars are also AOA pre-approved or recognized (EBDP) programs. NYSOFA encourages you to consider each program in light of the experience that your county has had with EBDPs, budgetary constraints and the needs of your community's older adults.



### 3. Integrating Nutrition Services and Health Promotion Services

In support of the Administration on Aging's emphasis on the benefit of linking nutrition activities with health and wellness programs, identify AAA efforts at collaboration between these two initiatives. (See the *Guide* for additional instructions in preparing the summary.)

#### Describe Collaboration Activities:

In addition to Healthy Choices, many of the congregate dining sites provide activities before or after the noon meal. The OFA/OCC Health Promotions subcontract provider, Parkway Senior Center provides Growing Strong classes as well as other exercise programs at several senior centers in Oneida County.

**B. TITLE III-E NEW YORK ELDER CARE CAREGIVER SUPPORT PROGRAM**(Refer to the *Guide for Completion* and the Standard Assurances.

1. **Services for Caregivers of Adults Who Are 60 and Over and Caregivers for Individuals of Any Age with Alzheimer's Disease or Related Disorder:** At least one service under each category must be available to caregivers. Please check the appropriate column of the funding source planned to support the service(s) the AAA intends to provide. When III-E funds are being used (whether the sole source or in combination with other funding sources) (√) the III-E box *only* and *omit listing the other funding sources*. "Other" funding sources are required to be identified in the "Other" column; (√) *only when no III-E funds are being used to provide the service*.

SERVICE CATEGORY	FUNDING SOURCES		
	III-E	Other	Identify:
<b>Information</b>			
Outreach	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Public Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Assistance</b>			
Information and Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Case Management	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Counseling, Support Groups, Training (Only one required, but may provide all three)</b>			
Counseling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Support Groups	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Training	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Respite</b>			
Personal Care Level I	<input type="checkbox"/>	<input type="checkbox"/>	
Personal Care Level II	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Home Health/Aide	<input type="checkbox"/>	<input type="checkbox"/>	
In-home Contact and Support <i>(supervision of care receiver or friendly visiting)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Social Adult Day Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adult Day Health Care Services	<input type="checkbox"/>	<input type="checkbox"/>	
Overnight Adult Home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Overnight Nursing Home	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Supplemental Services</b>			
PERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Home Delivered Meals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	
Legal Services	<input type="checkbox"/>	<input type="checkbox"/>	
Assisted Transportation	<input type="checkbox"/>	<input type="checkbox"/>	
Home Modification	<input type="checkbox"/>	<input type="checkbox"/>	
Other, specify:	<input type="checkbox"/>	<input type="checkbox"/>	

**2. Optional Components of Title III-E Caregiver Support Program:** (Check only those services to be funded by Title III-E):

Not applicable, AAA does not plan to provide any optional components with Title III-E funds.

**Services for caregiving grandparents and older relatives (to receive services, grandparents/relatives must be 55 years or older):**

**The AAA does plan to provide services to grandparents/relatives of children age 18 or younger (including persons with disabilities)**

- Information  Assistance  Counseling  Support Groups  Training
- Respite (list types)
- Supplemental Services (list types) PERS; HDM

**The AAA does plan to provide services to grandparents/relatives who provide care to family members with disabilities between the ages of 19-59.**

- Information  Assistance  Counseling  Support Groups  Training
- Respite (list types)
- Supplemental Services (list types)

**C. Caregiver Resource Center {CRC}(applies only to NYS's 17 State Funded Programs)**

The AAA has designated a physical location(s) as the CRC  YES  NO

Please check the activities that are provided through the CRC\*:

- Resource Library
- Training
- Support Groups
- Counseling
- Information & Assistance
- Public Information
- Other: Specify

Specify any special needs populations that will be served:

\*Note: All CRC activities continue to be included on page 35 (State & All Other Programs - Service Delivery and Resource Allocation Plan) on line 19, "Caregiver Services."

**D. Caregiver Services Funded by Other Sources (e.g., Title III-B, CSE)**

Caregiver Services (Do not include Caregiver Services funded with Title III-E or CRC funds)

- Presentation to groups     Training     Support group meetings
- Individual counseling     Resource library
- Other (briefly describe)

**E. Health Insurance Information Counseling and Assistance Program (HIICAP)**

1. Clearly describe how the Program will use the HIICAP funding to provide Medicare counseling and outreach services in the county. Be sure to explain how locally based counseling, targeted LIS and other low-income outreach, "Welcome to Medicare" events, and other services to those most in need of health care counseling and assistance will be provided.

Oneida County Office for the Aging/Continuing Care continues to operate and staff two (2) community based counseling centers. The locations are the Ava Dorfman Senior Citizens Civic Center, 305 East Locust Street Rome, NY 13440 and at North Utica Senior Citizens Community Center 50 Riverside Drive Utica NY 13502. The program will employ (1) full time staff and one (1) part time staff who are trained HIICAP Counselors. The Rome Center in opened Monday through Friday with hours from 9:30-2:30 with one part time counselor present during those hours.

2. Please list any specific activities (outreach, advertising, partnerships, etc.) that will be new to the HIICAP this year. Include the name of any new partners and detailed information on any new outreach or advertising efforts.

Quarterly articles will be submitted to the OFA monthly newspaper Prime Time offering the opportunity for a HIICAP counselor to conduct a brief educational talk to a Senior Group and or Senior Center in the county. The Case Manager's will also share this at their monthly outreach sites. HIICAP brochures are also handed out at Health Fairs.

3. Are there any anticipated changes to the following HIICAP components for 4/1/12-3/31/13?

- 1. Program Coordinator  \*YES  NO
- 2. Program Operations  \*YES  NO
- 3. Subcontractor  \*YES  NO
- 4. Sites  \*YES  NO
- 5. Other  \*YES  NO

If \*YES, please explain:

4. The HIICAP Hotline (1-800-701-0501) has experienced a large growth in calls during the past year. Please tell us about the AAAs capacity to handle these calls including how the calls are directed within the AAA.

The HIICAP Counselor/Coordinator is located at the OFA/OCC Administrative office at 235 Elizabeth Street Utica NY 13501 and provides telephone HIICAP counseling is available Monday through Friday between the hours of 8:30 to 4:30 as well as back-up for on-site counseling at the HIICAP Counseling Centers.

5. Provide the days and hours of operation that HIICAP is available to provide Medicare beneficiaries with one-on-one counseling.

Face to face counseling is available at the Ava Dorfman Senior Citizens Civic Center 305 E. Locust Street Rome, NY 13440 Counseling Hours are Tuesday and Thursday from 10:00 AM to 2:00 PM and at North Utica Senior Citizens Community Center 50 Riverside Drive Utica, NY 13502 Counseling Hours are Monday; Wednesday; and Friday 10:00 AM to 2:00 PM.

6. Describe your volunteer recruitment efforts during the past year and plans for this current funded year. Be sure to include information about any organization that have been partnered with for volunteers and whether or not the Program is using the [www.newyorkersvolunteer.ny.gov](http://www.newyorkersvolunteer.ny.gov) website.

When Office for the Aging/Continuing Care HIICAP representatives participate in health fairs and senior citizen meeting and events. These events are utilized as a vehicle for volunteer recruitment. In addition the OFA/OCC North Utica Community Center will begin its volunteer recruitment through the OFA/North Utica Senior Center Program known as Senior Community Assistance Program (CAPS). The [www.newyorkersvolunteer.ny.gov](http://www.newyorkersvolunteer.ny.gov) website was not used for volunteer recruitment but will consider for the 2012 program period. The HIICAP programs also plans to utilize the Regional Volunteer Resource Center located at the Parkway Senior Center as a mechanism for volunteer recruitment in 2012. Recruitments efforts continue to be made by the Oneida County Office for the Aging/Continuing care Health Insurance Counseling and Assistance Program (HIICAP) through the utilization of Senior Housing Managers to partner with the paid counseling staff as volunteers. The program continues place articles in Prime Time and attempt to recruit volunteers when at community events. Brochures are distributed at Senior Centers throughout the county for the purposes of volunteer recruitment. The Oneida County Office for the Aging/Continuing Care HIICAP program also plans to coordinate with the Senior Community Assistance Programs (CAPS) Program to recruit, screen, and match potential HIICAP volunteers.

- 7. Please enter the number of HIICAP Volunteers that the county currently has: 6
- 8. How many sites [including the AAA Office(s)] does the HIICAP use for counseling, enrollment assistance and other HIICAP activities? (Include sites that are operated by subcontractors, partners and community agencies if utilized by HIICAP trained staff.) 3

**F. The Senior Medicare Patrol Program (SMP)**

- 1. Briefly describe how the SMP will use fraud and abuse strategies in (1) one-to-one counseling sessions, (2) outreach events and (3) training programs.

Oneida County Office for the Aging/Continuing Care HIICAP Program plans to incorporate SMP fraud and abuse education by providing SMP printed educational material to individuals who attend health fairs and informational presentations and workshops sponsored and/or attended by OFA/OCC HIICAP personnel. A SMP CD presentation is also shown by the HIICAP staff at community presentations to create awareness about Medicare fraud as well as educate seniors on how to protect themselves from becoming a victim of fraud and abuse.

- 2. Briefly describe new ways the SMP will be used in its Medicare fraud and abuse work.

HIICAP staff will conduct an information session at the Office for the Aging/Continuing Care Advisory Council meeting to create awareness among its membership. Additionally the Oneida County HIICAP Program plans to provide information on Medicare Fraud through the monthly senior publication, PrimeTime, Senior Center Newsletters, and the digital health and wellness program AgeNet. One new strategy to be used is to encourage Senior Center Directors involvement by designating a senior center member to become a SMP volunteer for the HIICAP Program. It is planned that the volunteer may report to the center Director or to the HIICAP Coordinator directly. The HIICAP staff will be responsible for training of the individuals. This concept can also be implemented in several senior housing complexes as by designating a tenant volunteer in each housing complex in the future.

**G. Weatherization Referral and Packaging Program (WRAP)**

- 1. Program Administration

- 1. Does the Program arrange energy audits to be done?  YES  \*NO
- 2. Does the Program conduct a home visit; complete a Needs Assessment and a Service Action Plan?  YES  \*NO
- 3. Does the Program access NYSERDA programs?  YES  \*NO
- 4. Does the Program make referrals to DHCR programs-Access to Home and RESTORE?  YES  \*NO
- 5. Are referrals received from a broad spectrum of the community such as DSS, local agencies, hospitals, churches?  YES  \*NO

7. Please enter the number of HIICAP Volunteers that the county currently has: 6

8. How many sites [including the AAA Office(s)] does the HIICAP use for counseling, enrollment assistance and other HIICAP activities? (Include sites that are operated by subcontractors, partners and community agencies if utilized by HIICAP trained staff.) 3

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- 3. Does the Program access NYSERDA programs?  YES  \*NO
- 4. Does the Program make referrals to DHCR programs-Access to Home and RESTORE?  YES  \*NO
- 5. Are referrals received from a broad spectrum of the community such as DSS, local agencies, hospitals, churches?  YES  \*NO

\* Please explain any question where you checked \*NO

f. Describe the specific steps that the Program will undertake to increase client activity and expand and solidify the Program as a source of energy packaging for older adults in the county.

Staffing

Is there at least one designated staff member for the WRAP program?  \*YES  NO

If \*YES, explain what other duties the WRAP coordinator is responsible for:

In addition to the WRAP Program, this OFA/OCC Program Coordinator is also responsible for senior housing information and assistance; and coordination of senior volunteer programs funded and coordinated by the Office for the Aging/Continuing Care. The Program Coordinator that oversees WRAP also oversees DSS weatherization funding, Bill Program, CAPS (Community Assistance Program for Seniors, CDBG funding from the City of Rome Ramps and Rails Program, and housing services; assistance with applications as needed.

3. Outreach

Describe outreach strategies used to reach eligible WRAP older adult households within the county.

a. WRAP presentations are conducted at Senior Clubs and Organizations, Congregate Dining Sites and Senior Centers. The OFA/OCC Housing Case Manager/WRAP Coordinator, with assistance from supervisory staff, will identify locations that seniors congregate and offer presentations about the program that includes a description of the program, eligibility requirements, and the ability to make a referral. b. General presentations, including the annual public forum, that are presented by OFA-OCC administrative staff will continue to include information about the WRAP program. A Summary of Programs and Services are distributed at presentations providing a description of the WRAP program in conjunction with Housing/Weatherization Case Management. Presentations are provided to a variety of audience members including provider agencies, non-profits, churches, clients, neighborhood watch groups, community coalitions. NYConnects/Outreach Presentations to hospital discharge planners and other local agencies that are provided throughout the year will also include information regarding the WRAP program. c. A WRAP brochure that provides detailed information about the Housing Case Manager/WRAP Liaison, the Weatherization Program, and WRAP case management. The brochures defining the WRAP Program will continue to be distributed to local agencies/organizations to enable those agencies to provide them to potential clients. d. OFA/OCC WRAP Program will continue to utilize each of its designated site visits including senior centers, senior housing, and town halls throughout the County that case managers provide outreach once a month to provide information and assistance about the WRAP Program. Each site will continue to be provided with WRAP information during the 2012 program period. Posters and brochures will also be distributed at these locations. Additionally the case manager that will be available to take referrals for the WRAP program.

4. Leveraging

- 1. Does the WRAP coordinator meet with private, public, and volunteer agencies to develop leveraging for the program?  YES  \*NO
- 2. Does the WRAP coordinator leverage private funds from clients and family members when possible?  YES  \*NO
- 3. Are records being kept to track leveraging sources and approximate dollars amounts for leveraging sources?  YES  \*NO

\* Please explain any question where you checked \*NO



5. Subcontracting

If any part of the WRAP program is subcontracted?  \*YES  NO

If \*YES, include a description of subcontractor staffing level and note the specific role of the subcontractor.

Oneida County Office for the Aging/Continuing Care subcontracts the WRAP Program to the North Utica Community Center, Inc. The subcontract includes one full time WRAP Coordinator position and the Last Resort Funding for direct WRAP services. The Subcontract administers the Last Resort funds for both OFA/OCC clients over the age of 60, as well as funding provided by eh Oneida County Department of Social Servers for those under the age of 60 who meet the eligibility for the program.

6. Last Resort Funding

Does the Program use Last resort Funding?  YES  \*NO

If answer is \*NO skip to Question 7.

Amount of Last Resort Funding \$42900.00

Please describe the process for using Last Resort funding and the types of energy related repairs being approved.

The following procedures reflect both Weatherization funding such as Last Resort and DSS funding. The Last Resort funding is determined by the following steps in order to successfully follow the appropriate steps from the referral to the closing of the clients chart. • Initial referral will enter the office through intake, or a "second" by the primary case manager. At that time the intake will be completed and determine the needs of the potential client. • The needs will be determined by the Weatherization Coordinator to include eligibility based on Purpose of the program. The Weatherization Coordinator will determine if services can be met by OFA/OCC WRAP by through client contact. The Coordinator then enters enter the appropriate information into the client data base . • If the need can be met by Oneida County Office for the Aging, the Weatherization Coordinator will set a date to view the weatherization need of the client at their residence. • If the consumer's needs' can be met by OFA/OCC WRAP the client is encouraged to choose their own vendor and will need to gather three proposals from vendors that are able to complete the work within 30 days after approval. The vendors must hold a \$1,000,000 insurance policy as well as workers compensation if the vendor has more than one employee. • All estimates will be reviewed by the Weatherization Coordinator and approval will be given to the lowest estimate or the estimate with the most quantity of work ensuring the work is effective in maintaining the energy efficiency determined by the initial purpose of the program. • Repairs over \$1,000 under Last Resort funding must be sent to Albany for prior approval and returned to the Oneida County Office for the Aging Weatherization Coordinator prior to the start of the work on the home modifications. Only then will the Weatherization Coordinator contact the Vendor for the awarded contract. • After completion of the job the contractor will send an invoice and the Weatherization Coordinator will meet with the client at the job site (clients' home) to view the work scope of the proposal and its satisfactory completion. With the client and Weatherization Coordinators satisfaction of the job the client will need to "sign off". • The Coordinator will send the completed paperwork to North Utica Senior Center Director to prepare payment for the Vendor that completed the work on the clients' residence. • The Weatherization Coordinator will close the case for Weatherization or "DC" weatherization service pending other services the client may have with Oneida County Office for the Aging/Continuing Care

7. Internal Controls

Describe the internal controls process:

Internal controls utilized by the Oneida County Office for the Aging/Continuing Care WRAP Program include but not limited to the following procedures: • Program policies are reviewed and approved by the WRAP Coordinator, Supervisor and the Director of the Office for the Aging/Continuing Care. • The program coordinator ensures consumer choice of vendor. • The policy also includes vendor price and specification reviews, work quality inspections, and consumer satisfaction. • A Supervisory Review is conducted for each consumer file served through the WRAP Program. • Monthly accounting of Last Resort subcontractor accounts and vendor payments is processed by the personnel of the WRAP subcontract agency and audited by the OFA/OCC fiscal staff.

**H. GENERAL SERVICES:** Please provide the following information regarding services the area agency intends to administer during the 2012-13 Annual Implementation Plan. Please refer to 11-PI-03, 04/05/11, "Standard Definitions for Services and Units of Service." Brief narrative information regarding agency services may be added, but is not required.

**1. Information and Assistance**

- Information
- Tax Counseling
- Other (briefly describe)
- Benefits counseling
- Case assistance
- Referral
- Housing assistance

**2. In-Home Contact and Support**

- Friendly visiting
- Telephone reassurance
- Other (briefly describe) Bill Payer Services; Elder Abuse Prevention
- Shopping assistance
- Supervision services

**3. Outreach**

- Face to face
- Telephone

**4. Transportation**

- a. Service Design
  - Demand
  - Fixed route

b. Type(s) of activities planned for 2012-13:

- To medical appointments
- To visit friends & relatives
- Other (briefly describe)
- To program sites & senior centers
- Shopping assistance

Narrative Information:

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- Shopping assistance

Narrative Information:

I. Other NYSOFA Funding and Services: Please check the box(es) to indicate programs that your AAA administers and enter the amount of funding anticipated for the coming program period. Include the funding amount on the line indicated under the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan on page 35 of this Plan.

Program Name	Services Provided	Funding Amount	'All Other Programs' Column - Line #
<input checked="" type="checkbox"/> Title V	Employment Services	53,155	21 (Other Services)
	Planning/Implementation/Admin.	6,302	22 (Area Plan Admin.)
<input type="checkbox"/> Title VII	Ombudsman Services	0	20 (LTC Ombudsman)
<input type="checkbox"/> State LTCOP	Ombudsman Services	0	20 (LTC Ombudsman)
<input type="checkbox"/> Foster Grandparents	Volunteer Services Program	0	21 (Other Services)
<input type="checkbox"/> RSVP	Volunteer Services Program	0	21 (Other Services)
		0	Other: Enter line#:
<input type="checkbox"/> Grants-In-Aid	Various	0	Determined by AAA Enter line#(s):
<input type="checkbox"/> Caregiver Resource Center (State Funded)	Information & Assistance	0	13 (Information & Assistance)
	Caregiver Services	0	19 (Caregiver Services)
<input type="checkbox"/> HEAP	Energy Assistance	0	21 (Other Services)
<input checked="" type="checkbox"/> WRAP	Weatherization Services	42,900	21 (Other Services)
<input checked="" type="checkbox"/> HIICAP/SMP	Health Insurance Information, Counseling and Assistance	35,084	13 (Information & Assistance)
		0	21 (Other Services)
<input checked="" type="checkbox"/> NY Connects/ADRC	Information and Assistance	69,935	13 (Information & Assistance)
	Public Information	3,000	21 (Other Services)
	Planning/Implementation/Admin.	7,065	22 (Area Plan Admin.)
<input checked="" type="checkbox"/> MIPPA MIPPA/ADRC	Information and Assistance	16,687	13 (Information & Assistance)
	Public Information	0	21 (Other Services)
<input checked="" type="checkbox"/> State Funded Transportation	Transportation	4,700	9 (Assisted Trans/Escort)
		6,900	10 (Transportation)
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #: 0
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #:
<b>TOTAL</b>			<b>245,728</b>

Sub-Totals:  
 Line 9: 4,700  
 Line 10: 6,900  
 Line 13: 121,706  
 Line 19: 0  
 Line 20: 0  
 Line 21: 99,055  
 Line 22: 13,367  
 GIA: 0  
 Other lines: 0  
**TOTAL: 245,728**

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<input type="checkbox"/> RSVP	Volunteer Services Program	0	21 (Other Services)
		0	Other: Enter line#:
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<input checked="" type="checkbox"/> State Funded Transportation	Transportation	4,700	9 (Assisted Trans/Escort)
		6,900	10 (Transportation)
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #: 0
<input type="checkbox"/> Other; specify		0	Line #:
<input type="checkbox"/> Other; specify		0	Line #:
<b>TOTAL</b>			<b>245,728</b>

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 Line 22: 13,367  
 GIA: 0  
 Other lines: 0  
**TOTAL: 245,728**

**J. Other Services:** Complete the following to identify and describe all services/programs included on Line 21 in the Federal, State or Other Funding Columns, on the "Services Delivery and Resource Allocation" pages, 34 & 35. Examples might include: senior ID cards, medical equipment loan programs, public information, home modifications, assistive devices/technology, laundry service etc.

**1. Name/Description of Service/Program:** DSS WRAP

Directly Provided [ ] Subcontracted [✓]

Briefly describe the service: Weatherization and environmental modifications for low income disabled individuals.

Amount of Funding for this Service: 24,065

Funding Sources (List all): Federal

**1. Name/Description of Service/Program:** VDHCBS-CLP

Directly Provided [ ] Subcontracted [✓]

Briefly describe the service: Veterans Directed Community Based Home Care; Flexible consumer directed services for veterans as referred by the Syracuse VA Medical Center

Amount of Funding for this Service: 38,000

Funding Sources (List all): Federal

**1. Name/Description of Service/Program:** MAMI Interpretation Services

Directly Provided [ ] Subcontracted [✓]

Briefly describe the service: Medical, Legal, Social interpretation services for non-English speaking consumers.

Amount of Funding for this Service: 515

Funding Sources (List all): Federal

**1. Name/Description of Service/Program:** Community based Respite services

Directly Provided [ ] Subcontracted [✓]

Briefly describe the service: In-home community based services that provide respite to a family caregiver. These are flexible packages of services such as companion level care, PCA1, an overnight respite stay; social model day care. They are administered by the Caregiver Coordinator. The Alzheimer's Association serves as a fiscal intermediary.

Amount of Funding for this Service: 24,000

Funding Sources (List all): State

Total Funding for all Other Services: \$86,580



New York State Office for the Aging  
Federal Programs - Service Delivery and Resource Allocation Plan

Service Categories	Div	Sub	Number of Individuals to be Served	Grand Total Units All sources (Pages 34&35)	Grand Total Funding \$ All sources (Pages 34&35)	Title III-B Units	Title III-B Funding \$	Title III-C-1 Units	Title III-C-1 Funding \$	Title III-C-2 Units	Title III-C-2 Funding \$	Title III-D Units	Title III-D Funding \$	Title III-E Units (c)	Title III-E Funding \$ (c)
1. Personal Care Services															
a. Personal Care Level III(c)		[V]	0	24,634	424,950	0	0	0	0	0	0	0	0	38	1,000
b. Personal Care Level I(c)		[V]	0	4,325	78,066	0	0	0	0	0	0	0	0	0	0
2. Consumer Directed In-home Services(C)		[V]	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Home Health Aide(c)		[V]	0	292,408	1,672,238	0	0	0	0	0	0	0	0	0	0
4. Home Delivered Meals		[V]	0	22,945	275,750	0	0	0	0	0	0	0	0	0	0
5. Adult Day Services		[V]	0	53,672	1,305,162	5,305	127,380	0	0	0	0	0	0	0	0
6. Case Management(a)		[V]	0	58,000	331,700	0	0	58,000	331,700	0	0	0	0	0	0
7. Congregate Meals (Total)		[V]	0	300	300	0	0	300	0	0	0	0	0	0	0
a) NSIP Ineligible Cong. **		[V]	0	57,700	57,700	0	0	57,700	0	0	0	0	0	0	0
b) NSIP Eligible Cong.		[V]	0	147	13,037	0	0	30	3,032	59	4,728	0	0	0	0
8. Nutrition Counseling		[V]	0	453	6,900	13	200	0	0	0	0	0	0	0	0
9. Assisted Transportation		[V]	0	666	10,100	13	200	0	0	0	0	0	0	0	0
10. Transportation(a)		[V]	0	416	25,000	416	25,000	0	0	0	0	0	0	0	0
11. Legal Assistance(b)		[V]	0	174	16,267	0	0	30	2,716	46	4,936	0	0	0	0
12. Nutrition Education		[V]	0	57,306	988,090	6,344	111,023	1,971	34,508 (d)	1,712	29,112 (d)	812	11,788	3,821	76,431
13. Information & Assistance(b)		[V]	0	356	18,930	300	14,938	0	0	0	0	0	0	0	0
14. Outreach(a)		[V]	0	1,840	29,454	0	0	0	0	0	0	0	0	0	0
15. In-Home Contact & Support (c)		[V]	0	0	0	0	0	0	0	0	0	0	0	0	0
16. Sen. Center/Rec & Education		[V]	0	39	7,839	0	0	0	0	0	0	0	0	0	0
17. Health Promotion		[V]	0	2,692	67,300	0	0	0	0	0	0	0	0	0	0
18. Personal Emergency Response		[V]	0	51	1,272	0	0	0	0	0	0	0	0	0	0
19. Caregiver Services(c)		[V]	0	0	0	0	0	0	0	0	0	0	0	0	0
20. LTC Ombudsman		[V]	0	0	0	0	0	0	0	0	0	0	0	0	0
21. Other Services		[V]	0	255,655	488,492	0	0	0	0	0	0	0	0	0	0
22. Area Plan Administration		[V]	0	0	0	0	0	0	0	0	0	0	0	0	0
23. Total				3,965,526	5,965,526	57,424	355,662	398,711	398,711	567,327	567,327	19,027	19,027	24,000	24,000

(a) These services constitute Access services under Title III-B for the purpose of meeting the priority services requirement of 20%.  
 (b) These services constitute Legal Services under Title III-B for the purpose of meeting the priority services requirement of 7%.  
 (c) These services constitute In-Home Services under Title III-B for the purpose of meeting the priority services requirement of 2.5%.  
 (d) See Page 19 of Guide for Completion for limitations on expenditures for Supportive and Access services, lines 9, 10, 13-16 under Title III-C. Line 15, In-Home Contact & Support may only include Shopping Assistance under Titles III-C-1 and III-C-2.  
 (e) Refer to Pages 13-14 of the Guide for Completion for listing of services included in each of the five Title III-E Service Categories. Supplemental Services are limited to 20% of the total Title III-E budget.  
 \*\* NSIP - Nutrition Services Incentive Program (formerly Cash-in-Lieu of Commodity Foods)

New York State Office for the Aging  
 State Programs - Service Delivery and Resource Allocation Plan

Service Categories	EISEP Units	EISEP Funding \$	CSE Units	CSE Funding \$	CSI Units	CSI Funding \$	SNAP Units	SNAP Funding \$	Other Programs Units	Other Programs Funding \$	Other Programs Funding Sources
1. Personal Care Services	24,576	\$423,950(a)	0	\$0						\$0	
a. Personal Care Level II	4,525	\$78,060(a)	0	\$0						\$0	
b. Personal Care Level I	0	\$0(a)	0	\$0						\$0	
2. Consumer Directed In-home Services											
3. Home Health Aide											
4. Home Delivered Meals	0	\$0(a&b)	0	\$0			94,000	\$537,680	107,800(c)	\$616,616	Dss,SNH,OFA,PrvtPay
5. Adult Day Services	0	\$0(a&b&c)	22,937	\$275,250						\$0	
6. Case Management	13,345	\$308,178	1,604	\$36,892			1,525	\$36,621	29,481	\$737,041	M/A
7. Congregate Meals (Total)	0	\$0(a&b)	0	\$0						\$0	
a) NSIP Ineligible Cong.***	0		0								
b) NSIP Eligible Cong.	0		0								
8. Nutrition Counseling	0	\$0(a&b)	0	\$0						\$0	
9. Assisted Transportation	132	\$2,000(a&b)	0	\$0	0	\$0	58	\$5,257	0	\$0	
10. Transportation	198	\$3,000(a&b)	0	\$0	0	\$0	0	\$0	310	\$5,206	NYSOFA
11. Legal Assistance									455	\$7,643	NYSOFA
12. Nutrition Education										\$0	
13. Information & Assistance										\$0	
14. Outreach	746	\$11,938(a&b&c)	1,094	\$17,516					38,295	\$631,871	HIICAP,NYChtrs,MIPPA/SHIP,M/A
15. In-Home Contact & Support										\$0	
16. Sen. Center/Rec & Education										\$0	
17. Health Promotion	0	\$0(a&b)	0	\$0						\$0	
18. Personal Emergency Response	2,672	\$66,800(a&b)	0	\$0						\$0	
19. Caregiver Services										\$0	
20. LTC Ombudsman										\$0	
21. Other Services										\$0	
22. Planning/Implementation/Admin.										\$0	
<b>Total</b>				\$402,447		\$7,610		\$647,745		\$211,219	See Pages 13-15
				\$52,282		\$0		\$12,967		\$223,109	County
				\$984,208		\$7,610		\$647,745		\$2,432,705	

(a) See Pages 32-34 of the Guide for Completion for Limitations on services provided under EISEP.  
 (b) See Page 20 of the Guide for Completion for information regarding these EISEP services.  
 (c) Enter the number of LTHCP (or other non-NSIP eligible) meals 107,800  
 (d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: \$ 0 Ancillary Services: \$ 0  
 (e) Enter the amount of In-home Contact & Support Services provided as: Non-Institutional Respite: \$ 0 Ancillary Services: \$ 0

Application For Funding

Budget Category	Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E												
	Title III-B Area Plan Admin.	Title III-B Services	Total III-B Budget	Title III-C1 Area Plan Admin.	Title III-C1 Services	Total III-C1 Budget	Title III-C2 Area Plan Admin.	Title III-C2 Services	Total III-C2 Budget	Title III-D Budget*	Title III-E Area Plan Admin.	Title III-E Services	Total III-E Budget**
1. PERSONNEL	\$41,268	\$34,376	\$75,644	\$15,790	\$19,646	\$35,436	\$9,762	\$8,920	\$18,682	\$3,250	\$11,397	\$14,330	\$25,727
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	41,268	34,376	75,644	15,790	19,646	35,436	9,762	8,920	18,682	3,250	11,397	14,330	25,727
2. FRINGE BENEFITS	12,380	10,313	22,693	4,737	5,894	10,631	2,929	2,676	5,605	975	3,419	4,299	7,718
3. EQUIPMENT	0	0	30,000%	0	0	30,000%	0	0	30,000%	0	0	0	30,000%
4. TRAVEL	0	350	350	0	2,000	2,000	0	1,200	1,200	327	0	0	0
5. MAINTENANCE & OPERATIONS	0	20,013	20,013	0	6,343	6,343	0	4,948	4,948	375	0	16,835	16,835
6. OTHER EXPENSES	0	550	550	0	625	625	0	475	475	200	0	645	645
7. SUBCONTRACTS	3,776	212,636	216,412	6,118	337,558	343,676	1,500	534,917	536,417	14,500	4,776	130,616	135,392
8. FOOD	0	0	0	0	0	0	0	0	0	0	0	0	0
9. TOTAL BUDGET (Lines 1-8)	\$57,424	\$278,238	\$335,662	\$26,645	\$372,066	\$398,711	\$14,191	\$553,136	\$567,327	\$19,027	\$19,592	\$166,725	\$186,317
10. Less Anticipated Income	0	800	800	0	89,800	89,800	0	139,500	139,500	0	0	3,800	3,800
11. Less NSIP/COMMODITY FOOD	0	0	0	0	38,860	38,860	0	60,300	60,300	0	0	0	0
12. NET TOTAL (Line 9 Less Lines 10 & 11)	\$57,424	\$277,438	\$334,862	\$26,645	\$243,406	\$270,051	\$14,191	\$353,336	\$367,527	\$19,027	\$19,592	\$162,925	\$182,517
13. FEDERAL FUNDS REQUESTED	43,067	240,038	283,105	19,983	219,017	239,000	10,643	278,857	289,500	17,661	14,694	122,050	136,744
	75,000%	86,52%	86,52%	75,000%	89,98%	78,92%	75,000%	78,92%	89,98%	89,98%	75,000%	74,91%	74,91%
14. MATCHING FUNDS	14,357	37,400	51,757	6,662	24,389	31,051	3,548	74,479	78,027	1,966	4,898	40,875	45,773
	25,000%	13,48%	13,48%	25,000%	10,02%	10,02%	25,000%	21,08%	10,02%	10,02%	25,000%	25,09%	25,09%

(a) Adjustments to Personnel Roster - see Attachment E.  
 (b) Composite Fringe Benefit Percentage  
 (c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.  
 (d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.  
 Line 1 Total APA Personnel expenses: \$78217

Title III-D Expenditures Budgeted for Medication Management: \$ 4873.00  
 If applying for Title III-D funds, the AAA must provide Medication Management Services and expend at least the amount specified on the allocation schedules provided by NYSOFA.  
 \*\* Title III-E Expenditures Budgeted for Grandparents and Other Older Relatives Caring for Children Activities: 0.00 0.0000 %  
 This service is limited to 10% of the Title III-E federal funds and local match plus income generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities generated by 19-59.  
 \*\*\* Title III-E Expenditures Budgeted for Supplemental Services: \$3832.00 2.0995 %  
 This service is limited to 20% of the Title III-E federal funds and local match plus income generated by these services.  
 Percent of Federal funds budgeted for Area Plan Administration: \$88387.00 9.1497 %  
 (See Guide for Completion, page 32, for further information)

Federal Programs-Supporting Budget Schedule

	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
<b>5. MAINTENANCE &amp; OPERATIONS</b>					
A. Rental Costs from Rent Allocation Schedule	\$15,893	\$3,973	\$3,973	0	\$11,920
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0
D. Equipment Costing Less Than \$1,000	0	0	0	0	0
E. Insurance	725	875	200	125	920
F. Photocopying	145	75	0	0	425
G. Postage	650	475	225	25	545
H. Printing	475	225	200	0	475
I. Supplies	375	95	75	0	255
J. Telephone	875	625	275	130	1,025
K. Other (specify): Office & satellite copiers	675	0	0	0	550
L. Other (specify): Petty Cash	200	0	0	35	420
M. Other (specify): educational items	0	0	0	60	300
Total Maintenance & Operations	\$20,013	\$6,343	\$4,948	\$,375	\$16,835
<b>6. OTHER EXPENSES</b>					
A. Audits	0	0	0	0	0
B. Bonding	0	0	0	0	0
C. Conferences, Seminars & Training	125	150	75	150	0
D. Membership & Subscriptions	425	475	400	50	645
E. Minor Alterations & Renovations	0	0	0	0	0
F. Other (specify):	0	0	0	0	0
G. Other (specify):	0	0	0	0	0
H. Other (specify):	0	0	0	0	0
Total Other Expenses	\$,550	\$,625	\$,475	\$,200	\$,645

Federal Programs-Supporting Budget Schedule

	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
<b>10. ANTICIPATED INCOME</b>					
A. Participant Contributions	800	89,800	139,500	0	3,800
B. Other Income (specify source):	0	0	0	0	0
Total Income (10A +10B)	800	89,800	139,500	0	3,800
<b>13. FEDERAL FUNDS</b>					
A. Carryover*	0.00	0.00	0.00	0.00	0.00
B. Base Allocation	283,105	359,000	169,300	17,661	136,744
C. Transfer From and (To) III-B**		0	0		
D. Transfer From and (To) III-C1**	0		120,000		
E. Transfer From and (To) III-C2**	0	-120,000			
F. Supplement	0	0	0	0	0
Total Federal Funds	\$283,105.00	\$239,000.00	\$289,500.00	\$17,661.00	\$136,744.00
<b>14. MATCHING FUNDS</b>					
Source					
(Check if In-Kind)					
I	51,757.00	31,051.00	78,027.00	1,966.00	45,773.00
I	0.00	0.00	0.00	0.00	0.00
I	0.00	0.00	0.00	0.00	0.00
I	0.00	0.00	0.00	0.00	0.00
I	0.00	0.00	0.00	0.00	0.00
I	0.00	0.00	0.00	0.00	0.00
Total Matching Funds	\$51,757.00	\$31,051.00	\$78,027.00	\$1,966.00	\$45,773.00

\* If Carryover exceeds 7.5% of the previous year's combined total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.  
 \*\* Provide justification for all transfers in Attachment D.

Application for Funding  
 Summary Budget for EISEP, CSE, CSI, SNAP, CRC and State Transportation Programs

Budget Category	EISEP Implementation	EISEP Services Activities	Total EISEP Budget	CSE Planning & Implementation	CSE Community Service Project Activities	Total CSE Budget	CSI Administration	CSI Services Costs	Total CSI Budget	SNAP Administration	SNAP Service Activities	Total SNAP Budget	Total CRC Budget	Total State Transportation Budget
1. PERSONNEL	\$37,961	\$92,715	\$130,676	\$38,356	\$6,924	\$45,280	0	0	0	\$0	8,815	\$16,053	0	1,486
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	37,961	92,715	130,676	38,356	6,924	45,280	0	0	0	0	8,815	16,053	0	1,486
2. FRINGE BENEFITS	11,388	27,814	39,202	11,507	2,077	13,584	0	0	0	0	2,644	10,815	0	446
Fringe Benefits Percent	0	0	30.00% (b)	0	0	30.00% (b)	0	0	0.00% (b)	0	0	30.00% (b)	0	30.01% (b)
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. TRAVEL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. MAINTENANCE & OPERATIONS	0	23,393	23,393	0	14,455	14,455	0	0	0	0	1,565	1,565	0	0
6. OTHER EXPENSES	0	1,295	1,295	0	475	475	0	0	0	0	2,247	2,247	0	85
7. SUBCONTRACTS	2,933	786,709	789,642	2,419	326,234	328,653	0	7,610	7,610	1,508	594,457	595,965	0	11,600
8. FOOD	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. TOTAL BUDGET (Lines 1-8)	\$52,282	\$931,926	\$984,208	\$52,282	\$350,165	\$402,447	\$0	\$7,610	\$7,610	\$12,967	\$634,778	\$647,745	\$0	\$13,617
10. Less Anticipated Income (Not Used as Local Match)	0	48,000	48,000	0	4,000	4,000	0	0	0	0	113,700	113,700	\$0	\$ 768
11. Less NSIP/COMMODITY FOOD	0	0	0	0	0	0	0	0	0	0	62,980	62,980	0	0
12. NET TOTAL (Line 9 Less Lines 10 & 11)	52,282	883,926	936,208	52,282	346,165	398,447	0	7,610	7,610	12,967	458,098	471,065	0	12,849
13. STATE FUNDS REQUESTED	52,282(c)	662,479(d)	714,761	52,282(c)	254,604(d)	306,886	0(d,e)	5,707(d)	5,707(d)	12,967(c)	458,098	471,065	0	12,849
State Funds Percent	0	74.95	74.95	0	73.55	73.55	0.00	74.99	74.99	0	0	0	0	0
14. MATCHING FUNDS	0	221,447	221,447	0	91,561	91,561	0	1,903	1,903	0	0	0	0	0
Matching Funds percent	0	25.05	25.05	0	26.45	26.45	0	25.01	25.01	0	0	0	0	0

(a) Adjustments to Personnel Roster  
 (b) Composite Fringe Benefit Percentage  
 (c) 100% State Reimbursement  
 (d) 75% State Reimbursement  
 (e) Limited to 5% of total state funds (SNAP and CSI programs)  
 (f) State Transportation funds may not be utilized to purchase vehicles  
 EISEP In-Home Services Percentage: 56.79% (EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-Home Services only)  
 EISEP Ancillary Services Percentage: 12.42% (Ancillary services include Adult Day Services not provided as non-institutional respite, HDM, Congregate Meals, Nutrition Counseling, Assisted Transportation/Escort, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services.)  
 (See Guide for Completion, Pages 33 and 34 and the worksheet for additional information.)



Supporting Budget Schedule for the EISEP, CSE, CSI, SNAP, CRC and State Transportation Programs

	EISEP	CSE	CSI	SNAP	CRC	State Transportation
<b>5. MAINTENANCE &amp; OPERATIONS</b>						
A. Rental Costs from Rent Allocation Schedule	\$14,303	\$11,920	\$0	\$0	\$0	\$0
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0	0
D. Equipment Costing Less Than \$1,000	0	0	0	0	0	0
E. Insurance	1,400	125	0	0	463	0
F. Photocopying	200	0	0	0	120	0
G. Postage	600	545	0	0	305	0
H. Printing	2,500	255	0	0	75	35
I. Supplies	800	240	0	0	213	0
J. Telephone	2,500	720	0	0	871	50
K. Other (specify):	700	650	0	0	200	0
L. Other (specify):	70	0	0	0	0	0
M. Other (specify):	320	0	0	0	0	0
Total Maintenance & Operations	\$23,393	\$14,455	\$0	\$2,247	\$0	\$85
<b>6. OTHER EXPENSES</b>						
A. Audits	0	0	0	0	0	0
B. Bonding	0	0	0	0	0	0
C. Conferences, Seminars & Training	0	0	0	0	0	0
D. Membership & Subscriptions	1,295	475	0	0	400	0
E. Minor Alterations & Renovations	0	0	0	0	700	0
F. Other* (specify):	0	0	0	0	0	0
G. Other* (specify):	0	0	0	0	0	0
H. Other* (specify):	0	0	0	0	0	0
Total Other Expenses	\$1,295	\$475	\$0	\$1,100	\$0	\$0

\* EISEP Ancillary Services that are equipment, assistive devices other than PERS or items, or subcontracted services must be included on line 6. F, G or H.

Supporting Budget Schedule for the EISEP, CSE, CSI, SNAP, CRC and State Transportation Programs

10. ANTICIPATED INCOME		EISEP	CSE	CSI	SNAP	CRC	State Transportation
A. Cost Sharing		48,000	0	0	0	0	0
B. Cost Sharing Transferred from EISEP to CSE		0	0	0	0	0	0
C. Net Cost Sharing (10A)+ or -(10B)		48,000	0	0	0	0	0
D. Participant Contributions		0	4,000	0	113,700	0	768
E. Other Income (specify source):		0	0	0	0	0	0
F. Contributions Used as Match		0	0	0	0	0	0
Total Income (10C+10D+10E-10F)		\$48,000	\$4,000	\$0	\$113,700	\$0	\$768
<b>14. Matching Funds</b>							
Source	Check if In-Kind						
	<input type="checkbox"/>	221,447	91,561	1,903	0	0	0
	<input type="checkbox"/>	0	0	0	0	0	0
	<input type="checkbox"/>	0	0	0	0	0	0
	<input type="checkbox"/>	0	0	0	0	0	0
	<input type="checkbox"/>	0	0	0	0	0	0
Contributions Used as Match		0	0	0	0	0	0
Total Matching Funds		\$221,447	\$91,561	\$1,903	\$0	\$0	\$0



Application For Funding  
 Summary Budget for HIICAP and WRAP

Budget Category	HIICAP	Total WRAP Budget
<b>1. PERSONNEL</b>	\$0	\$ 991.00
Adjustments	0	0.00
Adjusted Personnel	0	991.00
<b>2. FRINGE BENEFITS</b>	0	297.00
	0.00% (a)	29.97% (a)
<b>3. EQUIPMENT</b>	0	0.00
<b>4. TRAVEL</b>	0	0.00
<b>5. MAINTENANCE &amp; OPERATIONS</b>	240	55.00
<b>6. OTHER EXPENSES</b>	200	0.00
<b>7. SUBCONTRACTS</b>	34,644	17,838.00
<b>8. LAST RESORT FUNDS</b>		42,900.00
<b>9. TOTAL BUDGET (Lines 1-8)</b>	\$35,084	\$62,081.00
10. Less Anticipated Income	0	1,597.00
<b>11. NET TOTAL (Line 9 Less Line 10)</b>	\$35,084	\$60,484.00
<b>12. FEDERAL/STATE FUNDS REQUESTED</b>	35,084	60,484.00
<b>13. MATCHING FUNDS</b>	0	0.00

(a) Composite Fringe Benefit Percentage.

Supporting Budget Schedule for HHCAP and WRAP

	HHCAP	WRAP
<b>5. MAINTENANCE &amp; OPERATIONS</b>		
A. Rental Costs from Rent Allocation Schedule	\$0	\$0.00
B. Adjustments to Rental Costs - see Attachment E	0	0.00
C. Equipment Maintenance	0	0.00
D. Equipment Costing Less Than \$1,000	0	0.00
E. Insurance	0	0.00
F. Photocopying	100	0.00
G. Postage	0	0.00
H. Printing	0	0.00
I. Supplies	0	0.00
J. Telephone	140	55.00
K. Other (specify):	0	0.00
L. Other (specify):	0	0.00
M. Other (specify):	0	0.00
Total Maintenance & Operations	\$ 240	\$ 55.00
<b>6. OTHER EXPENSES</b>		
A. Audits	0	0.00
B. Bonding	0	0.00
C. Conferences, Seminars & Training	200	0.00
D. Membership & Subscriptions	0	0.00
E. Minor Alterations & Renovations	0	0.00
F. Other (specify):	0	0.00
G. Other (specify):	0	0.00
H. Other (specify):	0	0.00
Total Other Expenses	\$ 200	\$ 0.00

Supporting Budget Schedule for HIICAP and WRAP

	HIICAP	WRAP
<b>10. ANTICIPATED INCOME</b>		
A. Participant Contributions	0	1,597.00
B. Other Income (specify source):	0	0.00
Total Income (10A + 10B)	0	1,597.00
<b>12. STATE OR FEDERAL FUNDS</b>		
A. Carryover (WRAP only)		0.00
B. Base Allocation	35,084	60,484.00
C. Supplement	0	0.00
Total State or Federal Funds	\$35,084	\$60,484.00
<b>13. MATCHING FUNDS</b>		
Source (Check if In-Kind)		
I I	0	0.00
I I	0	0.00
I I	0	0.00
I I	0	0.00
I I	0	0.00
Total Matching Funds	\$0	\$0.00

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>(a)</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 SNAP		10 OTHER FUNDING		SOURCES <sup>(b)</sup>	
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage		
N Allard, Mary Lou	33,780	0	0	0	0	0	0	0	0	0	0	0	33,780	100.00%	#15	
T Social Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%		
N Allen-Burdick C.***	41,962	12,589	0	8,392	5,035	0	0	0	0	0	3,777	12,169	0	0.00%		
T Other: Nutrition Services Coordinator	100.00%	30.00%	0.00%	20.00%	12.00%	0.00%	0.00%	0.00%	0.00%	0.00%	9.00%	29.00%	0	0.00%		
N Amadio, P.	34,008	10,542	0	0	0	0	0	0	0	0	0	0	0	0.00%		
T Other: Senior Clerk	100.00%	31.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	#15	
N Arcuri, Terrie	8,601	0	0	0	0	0	0	0	0	0	0	0	0	0.00%		
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	#15	
N Binney, Sue	32,615	0	0	0	0	0	0	4,892	0	0	0	0	0	8,601	100.00%	#15
T Other: Medical Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	#15	
N Buck, G.	44,221	6,633	884	884	0	0	2,211	1,327	0	0	0	0	0	27,723	85.00%	#15
T Other: Sr. Administrative Assistant	100.00%	15.00%	2.00%	2.00%	0.00%	0.00%	5.00%	3.00%	0.00%	0.00%	1.327	3.00%	0	30,955	70.00%	#15
N DeRosa, D.	57,849	1,157	2,892	0	0	0	2,892	5,785	0	0	0	0	0	33,555	58.00%	#15
T Other: OCC Nurse Coordinator	100.00%	2.00%	5.00%	0.00%	0.00%	0.00%	5.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0	58.00%	#15	
N Fertic, Jasna	25,747	0	1,287	1,287	0	0	0	3,862	0	0	0	0	0	16,736	65.00%	#15
T Social Worker	100.00%	0.00%	5.00%	5.00%	0.00%	0.00%	0.00%	15.00%	0.00%	0.00%	0.00%	2.575	0	65.00%	#15	
N Hammill, L.	48,636	973	0	0	0	0	2,432	4,864	0	0	0	0	0	30,640	63.00%	#15
T Other: OCC Nurse Coordinator	100.00%	2.00%	0.00%	0.00%	0.00%	0.00%	5.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0	63.00%	#15	
Subtotal Page 1	327,419	31,894	5,063	10,563	5,035	0	7,535	11,976	0	0	5,104	14,744	205,454			

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E. For positions used as In-Kind, note with (\*).  
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (\*\*).

(b) Other Funding Source Codes:

- 1) Title VII
- 2) Title V
- 3) WRAP
- 4) Title III-D
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- 6) State Caregivers (CRC)
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- 9) State Respite Program
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- 11) NY Connects/ADRC
- 12) Transportation
- 13) County Funds
- 14) MIPPA
- 15) Other: MA
- 16) Other: VA
- 17) Other: EISEP - CLP
- 18) Other:
- 19) Other:
- 20) Other:
- 21) Other:
- 22) Other:
- 23) Other:
- 24) Other:

1,113,098	78,217	34,376	19,646	8,920	14,330	0	37,961	92,715	38,356	6,924	8,815	27,238	745,600		
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PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>(a)</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP			8 CSE			9 SNAP			10 OTHER FUNDING		SOURCES (b)
							7a Implementation	7b EISEP Services	7c	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage			
N Hanrahan, J.	46,430	4,643	2,322	0	0	0	0	0	0	0	0	0	0	0	0	39,465	85.00%	#2 #4 #15
T Other: Sr Administrative Assistant	100.00%	10.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#15
N Hryniak, Sandra	20,834	2,083	0	0	0	0	8,334	0	0	0	1,042	0	0	0	0	9,375	45.00%	#15
T Other: Senior Account Clerk	100.00%	10.00%	0.00%	0.00%	0.00%	0.00%	40.00%	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	#15
N Inrosz, John Sr.	25,747	0	5,664	1,287	0	1,287	0	0	0	0	0	0	0	0	0	2,575	11.07%	#15
T Social Worker	100.00%	0.00%	22.00%	5.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	43.00%	43.00%	#15
N Kotary-Piersma, T.	39,686	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39,686	100.00%	#15
T Other: Data Processing Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	#15
N Lewis, G.	8,601	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,601	100.00%	#15
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	#15
N Marafioti, L.	46,430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37,144	80.00%	#15
T Other: OCC Program Nurse	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	80.00%	80.00%	#15
N Mather, R.	8,601	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,601	100.00%	#15
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	#15
N Pandolf, K.	50,553	0	2,528	0	0	0	4,044	0	0	0	0	0	0	0	0	43,985	87.00%	#15
T Other: OCC Program Nurse	100.00%	0.00%	5.00%	0.00%	0.00%	0.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	87.00%	87.00%	#15
N Perritano, S.	49,545	23,782	0	0	0	1,982	5,945	0	0	0	4,955	0	0	0	0	10,900	22.00%	#2 #3 #11 #12 #15 #16 #17
T Other: Administrative Officer	100.00%	48.00%	0.00%	0.00%	0.00%	4.00%	12.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	22.00%	22.00%	#17
Subtotal Page 2	296,427	30,508	10,514	1,287	0	3,268	18,323	13,148	0	0	5,997	0	0	0	0	208,825	70.80%	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E. For Positions used as In-Kind, note with (\*).  
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- (b) Other Funding Source Codes:  
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 20) Other:  
 21) Other:  
 22) Other:  
 23) Other:  
 24) Other:

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>16</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 SNAP		10 OTHER FUNDING		SOURCES 16
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage	
N Pomeroy, H.	47,305	0	0	0	0	0	1,419	7.09%	1,419	0	0	0	37,371		#16 #15
T Other: Senior Social Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	15.00%	3.00%	0.00%	0.00%	0.00%	79.00%		
N Rashid, S.	34,927	0	1,746	3,493	1,746	2,796	0	5,239	0	0	0	1,746	18,161		#15
T Social Worker	100.00%	0.00%	5.00%	10.00%	5.00%	8.01%	0.00%	15.00%	0.00%	0.00%	0.00%	5.00%	52.00%		
N Rouch, J.	57,621	2,881	0	0	0	0	0	0	0	0	1,729	0	55,011		#15
T Other: Program Analyst	100.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	92.00%		
N Roman, I.	51,501	0	1,030	0	0	0	0	0	0	0	0	0	50,471		#15
T Other: OCC Program Nurse	100.00%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	98.00%		
N Romano, M.	64,413	5,797	0	0	0	0	5,153	0	6,441	0	0	0	47,022		#13
T Director	100.00%	9.00%	0.00%	0.00%	0.00%	0.00%	8.00%	0.00%	10.00%	0.00%	0.00%	0.00%	73.00%		
N Sears, L.	59,723	0	0	0	0	1,792	2,389	0	5,972	0	0	0	49,570		#15
T Other: Case Supervisor, Grade B	100.00%	0.00%	0.00%	0.00%	0.00%	3.00%	4.00%	0.00%	10.00%	0.00%	0.00%	0.00%	83.00%		
N Smith, K.	31,398	0	3,140	0	0	0	1,570	9,419	0	0	0	0	17,269		#15
T Other: OCC Program Nurse	100.00%	0.00%	10.00%	0.00%	0.00%	0.00%	5.00%	30.00%	0.00%	0.00%	0.00%	0.00%	55.00%		
N Sterling, D.	43,277	0	4,328	2,164	0	2,597	0	8,655	0	2,164	0	3,895	19,476		#15
T Social Worker	100.00%	0.00%	10.00%	0.00%	0.00%	6.00%	0.00%	20.00%	0.00%	5.00%	0.00%	9.00%	45.00%		
N Vangorder, J.	26,205	2,621	0	0	0	1,310	1,572	9,696	6,551	2,621	0	0	1,834		#15
T Other: Aging Services Aide	100.00%	10.00%	0.00%	0.00%	0.00%	5.00%	6.00%	37.00%	25.00%	10.00%	0.00%	0.00%	7.00%		
Subtotal Page 3	416,370	11,299	10,244	5,657	1,746	8,495	12,103	40,105	20,383	4,785	1,729	5,641	294,183		

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- 22) Other:
- 23) Other:
- 24) Other:

1,113,098	78,217	34,376	19,646	8,920	14,330	37,961	92,715	8,813	27,238	6,924	745,600		
<b>GRAND TOTAL</b>													



PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>(a)</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP			8 CSE			9 SNAP		10 OTHER FUNDING		SOURCES <sup>(b)</sup>	
							7a Implementation	7b EISEP Services	7c Implementation	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage			
N Allard, Mary Lou	33,780	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33,780	100.00%	#15
T Social Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	
N Allen-Burdick, C.***	41,962	12,389	0	8,392	5,035	0	0	0	0	0	0	0	0	0	0	41,962	100.00%	
T Other: Nutrition Services Coordinator	100.00%	30.00%	0.00%	20.00%	12.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	
N Amodio, P.	34,008	10,542	0	0	0	0	0	0	0	0	0	0	0	0	0	34,008	100.00%	
T Other: Senior Clerk	100.00%	31.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	#15
N Arcuri, Terrie	8,601	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,601	100.00%	#15
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	
N Binney, Sue	32,615	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32,615	100.00%	#15
T Other: Medical Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	
N Buck, G.	44,221	6,633	884	884	0	0	0	0	0	0	0	0	0	0	0	44,221	100.00%	#15
T Other: Sr. Administrative Assistant	100.00%	15.00%	2.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	#15
N DeRosa, D.	57,849	1,157	2,892	2,892	0	0	0	0	0	0	0	0	0	0	0	57,849	100.00%	#15
T Other: OCC Nurse Coordinator	100.00%	2.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	#15
N Ferlic, Jasna	25,747	0	1,287	1,287	0	0	0	0	0	0	0	0	0	0	0	25,747	100.00%	#15
T Social Worker	100.00%	0.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	
N Hammill, L.	48,636	973	0	0	0	0	0	0	0	0	0	0	0	0	0	48,636	100.00%	#15
T Other: OCC Nurse Coordinator	100.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0	0.00%	#15
Subtotal Page 1	327,419	31,894	5,063	10,363	5,035	0	0	0	0	0	0	0	0	0	0	327,419	100.00%	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.  
 For Positions used as In-Kind, note with (\*)  
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(b) Other Funding Source Codes:  
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 18) Other:  
 19) Other:  
 20) Other:  
 21) Other:  
 22) Other:  
 23) Other:  
 24) Other:

GRAND TOTAL	1,113,098	78,217	34,376	19,646	8,920	14,330	37,961	92,715	38,358	6,924	8,815	27,238	745,600	100.00%				
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PERSONNEL ROSTER

Complete For Each Position (N) Name (T) Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>5,6</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 SNAP		10 OTHER FUNDING		SOURCES (b)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage	
N Hanrahan, J.	46,430	4,643	2,322	0	0	0	0	0	0	0	0	0	39,465	0	#2 #4 #15
T Other: Sr Administrative Assistant	100.00%	10.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	85.00%	0	#15
N Hrynio, Sandra	20,834	2,083	0	0	0	0	8,334	0	1,042	0	0	0	9,375	0	#15
T Other: Senior Account Clerk	100.00%	10.00%	0.00%	0.00%	0.00%	0.00%	40.00%	0.00%	5.00%	0.00%	0.00%	0.00%	45.00%	0	#15
N Jarosz, John Sr.	25,747	0	5,664	1,287	0	1,287	0	3,862	0	0	0	0	2,575	0	#15
T Social Worker	100.00%	0.00%	22.00%	5.00%	0.00%	5.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	43.00%	0	#15
N Kotary-Piersma, T.	39,686	0	0	0	0	0	0	0	0	0	0	0	39,686	0	#15
T Other: Data Processing Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0	#15
N Lewis, G.	8,601	0	0	0	0	0	0	0	0	0	0	0	8,601	0	#15
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0	#15
N Marafioti, L.	46,430	0	0	0	0	0	0	9,286	0	0	0	0	37,144	0	#15
T Other: OCC Program Nurse	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	80.00%	0	#15
N Mather, R.	8,601	0	0	0	0	0	0	0	0	0	0	0	8,601	0	#15
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0	#15
N Pandolf, K.	50,553	0	2,528	0	0	0	4,044	0	4,955	0	0	0	43,981	0	#15
T Other: OCC Program Nurse	100.00%	0.00%	5.00%	0.00%	0.00%	0.00%	8.00%	0.00%	0.00%	0.00%	0.00%	0.00%	87.00%	0	#15
N Perritano, S.	49,545	23,782	0	0	0	1,981	5,945	0	1,982	0	0	0	10,900	0	#2 #3 #11 #12 #15 #16 #17
T Other: Administrative Officer	100.00%	48.00%	0.00%	0.00%	0.00%	4.00%	12.00%	0.00%	10.00%	0.00%	4.00%	0.00%	22.00%	0	#15
Subtotal Page 2	296,427	30,508	10,514	1,287	0	3,268	18,322	13,148	5,997	0	1,982	2,575	208,825	0	
(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E. For Positions used as In-Kind, note with (*) AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***)															
(b) Other Funding/ Source Codes: 1) Title VII 2) Title V 3) WRAP 4) Title III-D 5) CSI 6) State Caregivers (CRC) 7) State LTCOP 8) RSYP 9) State Respite Program 10) HHCAP 11) NY Connects/ADRC 12) Transportation 13) County Funds 14) MIPPA 15) Other: MA 16) Other: VA 17) Other: EISEP - CLP 18) Other: 19) Other: 20) Other: 21) Other: 22) Other: 23) Other: 24) Other:															
<b>GRAND TOTAL</b>	1,115,098	78,217	34,376	19,646	8,920	14,330	37,961	92,715	38,356	6,924	8,815	27,238	745,600	0	

PERSONNEL ROSTER

Complete For Each Position [N] Name [I] Title	1 Annual Salary	2 Title-III Area Plan Admin <sup>10</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 SNAP		10 OTHER FUNDING		SOURCES <sup>10</sup>
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage	
N Pomeroy, H.	47,305	0	0	0	0	0	1,419	7,096	1,419	0	0	0	37,371	#16 #15	
T Other: Senior Social Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	15.00%	3.00%	0.00%	0.00%	0.00%	79.00%		
N Rashid, S.	34,927	0	1,746	3,493	1,746	2,736	0	5,239	0	0	1,746	0	18,161	#15	
T Social Worker	100.00%	0.00%	5.00%	10.00%	5.00%	8.01%	0.00%	15.00%	0.00%	0.00%	5.00%	0.00%	52.00%		
N Roach, J.	57,621	2,881	0	0	0	0	0	0	0	0	1,729	0	55,011	#15	
T Other: Program Analyst	100.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	92.00%		
N Roman, I.	51,501	0	1,030	0	0	0	0	0	0	0	0	0	50,471	#15	
T Other: OCC Program Nurse	100.00%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	98.00%		
N Romano, M.	64,413	5,797	0	0	0	0	5,153	0	6,441	0	0	0	47,022	#13	
T Director	100.00%	9.00%	0.00%	0.00%	0.00%	0.00%	8.00%	0.00%	10.00%	0.00%	0.00%	0.00%	73.00%		
N Sears, L.	59,723	0	0	0	0	1,792	2,389	0	5,972	0	0	0	49,570	#15	
T Other: Case Supervisor, Grade B	100.00%	0.00%	0.00%	0.00%	0.00%	3.00%	4.00%	0.00%	10.00%	0.00%	0.00%	0.00%	83.00%		
N Smith, K.	31,398	0	3,140	0	0	0	1,570	9,419	0	0	0	0	17,269	#15	
T Other: OCC Program Nurse	100.00%	0.00%	10.00%	0.00%	0.00%	0.00%	5.00%	30.00%	0.00%	0.00%	0.00%	0.00%	55.00%		
N Sterling, D.	43,277	0	4,328	2,164	0	2,597	0	8,655	0	2,164	0	3,893	19,474	#15	
T Social Worker	100.00%	0.00%	10.00%	5.00%	0.00%	6.00%	0.00%	20.00%	0.00%	0.00%	0.00%	9.00%	45.00%		
N Vangorder, J.	26,205	2,621	0	0	0	1,310	1,572	9,696	6,531	2,621	0	0	1,834	#15	
T Other: Aging Services Aide	100.00%	10.00%	0.00%	0.00%	0.00%	5.00%	6.00%	37.00%	25.00%	10.00%	0.00%	0.00%	7.00%		
Subtotal Page 3	416,370	11,299	10,244	5,637	1,746	8,493	12,103	40,105	20,383	4,785	1,729	5,641	294,183		

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.  
 For Positions used as In-Kind, note with (\*)  
 AAA staff designated or responsible for nutrition program oversight and/or operations, note with (\*\*\*)

- (b) Other Funding, Source Codes  
 1) Title VII  
 2) Title V  
 3) WRAP  
 4) Title III-D  
 5) CSI  
 6) State Caregivers (CRC)  
 7) State LTCOP  
 8) RSVF  
 9) State Respite Program  
 10) HHICAP  
 11) NY Connects/ADRC  
 12) Transportation  
 13) County Funds  
 14) MIPPA  
 15) Other: MA  
 16) Other: VA  
 17) Other: EISEP - CLP  
 18) Other:  
 19) Other:  
 20) Other:  
 21) Other:  
 22) Other:  
 23) Other:  
 24) Other:

1,113,098	78,217	34,376	19,646	8,920	14,330	37,901	92,715	8,815	27,238	745,600
GRAND TOTAL										

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin. <sup>(b)</sup>	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 SNAP		10 OTHER FUNDING		SOURCES (b)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a SNAP Administration	9b SNAP Services	Amount	Percentage	
N Washington, E.	30,105	4,516	0	0	0	0	0	0	0	0	0	25,589		#15	
T Clerk	100.00%	15.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	85.00%			
N Wu-Benson, P.	42,777	0	8,555	2,139	2,139	2,567	0	9,411	2,139	0	4,278	11,549		#15	
T Social Worker	100.00%	0.00%	20.00%	3.00%	5.00%	6.00%	0.00%	22.00%	5.00%	0.00%	10.00%	27.00%			
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
N	%	%	%	%	%	%	%	%	%	%	%	%	%		
<b>Subtotal Page 4</b>	72,882	4,516	8,555	2,139	2,139	2,567	0	9,411	2,139	0	4,278	37,138			

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E For Positions used as In-Kind, note with (*)	37,901	92,715	6,924	8,815	27,238	745,600
AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***)						

5) CSI	17) Other: EISEP - CLP
6) State Caregivers (CRC)	18) Other:
7) State LTCOP	19) Other: MA
8) RSVP	20) Other:
	21) Other: County Funds
	22) Other: MIPPA
	23) Other: MA
	24) Other: VA

EQUIPMENT SCHEDULE\*

Equipment Item (Unit cost or annual rental of \$1,000 or more)	1 Quantity	2 Unit Price	3 Total Cost (1 x 2)	4 Title III-B Cost	5 Title III-C1 Cost	6 Title III-C2 Cost	7 Title III-D Cost	8 Title III-E Cost	9 EISEP Cost	10 CSE Cost	11 SNAP Cost	12 Other Funding Sources**	
												Amount	
Equipment Item - (Unit cost or annual rental of \$1,000 or more) Please specify type:													
<b>PAGE TOTAL</b>													

\* AAA's should not include items purchased as EISEP auxiliary services. These items should be included on Page 40, Supporting Budget Schedule, for EISEP, CSE, SNAP, etc. in State Transportation under 6 Other Expenses, line F through H. \*\* Specify an equipment category, e.g. WRAP, III-A, III-B, III-C, etc. must also be included in the supporting budget portion of the other program's grant application.

- 1) Title VII
- 2) Title V
- 3) WRAP
- 4) N/A (III-D)
- 5) CSI
- 6) State Caregivers (CRC)
- 7) State LTCOP
- 8) RSVP

- 9) State Respite Program
- 10) HHCAP
- 11) NY Connects/FOE
- 12) N/A (Transportation)

- 13) County Funds
- 14) Other:
- 15) Other:
- 16) Other:

- 17) Other:
- 18) Other:
- 19) Other:
- 20) Other:
- 21) Other:
- 22) Other:

<b>GRAND TOTAL</b>													



For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

		Subcontractor Roster										TOTAL
		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Name: Alzheimer's Association, Inc Contractor Code: 30041 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No 11 <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$24,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$24,000 Services to be provided: 1 (Must be completed)
Name: Ava Dorfman Sr Cht Center Contractor Code: 30013 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No 11 <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$39,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$39,000 Services to be provided: 1 (Must be completed)
Name: Bishop, Kathleen Contractor Code: 30069 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No 11 <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$14,040 Services to be provided: 1 (Must be completed)
Name: Bishop, Kathleen Contractor Code: 30069 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No 11 <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$24,000 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$0 Services to be provided: # (Must be completed)	\$24,000 Services to be provided: # (Must be completed)
PAGE 1 SUBTOTAL GRAND TOTAL		\$14,040 \$216,412	\$0 \$343,676	\$0 \$536,417	\$0 \$14,500	\$24,000 \$135,392	\$0 \$789,642	\$39,000 \$328,653	\$0 \$7,610	\$0 \$595,965	\$0 \$1,302,087	\$77,040 \$4,270,354

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Name: Caregivers Contractor Code: 30001 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		\$ 0 Services to be provided: 4 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$1,000 Services to be provided: 2 (Must be completed)	\$152,000 Services to be provided: 2 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$153,000 Services to be provided: 4 (Must be completed)
Name: Cathie Lee's Home Health Care Providers Contractor Code: 30036 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$58,000 Services to be provided: 2 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$58,000 Services to be provided: 2 (Must be completed)
Name: Darman, Pamela G. RD/MPS Contractor Code: 30033 Employer ID: Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		\$ 0 Services to be provided: 0 (Must be completed)	\$5,798 Services to be provided: 2 (Must be completed)	\$9,224 Services to be provided: 2 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$14,282 Services to be provided: 2 (Must be completed)	\$ 0 Services to be provided: 0 (Must be completed)	\$29,304 Services to be provided: 6 (Must be completed)
<b>PAGE 2 SUBTOTAL</b>		\$ 0	\$5,798	\$9,224	\$ 0	\$1,000	\$210,000	\$ 0	\$ 0	\$14,282	\$ 0	\$240,304
<b>GRAND TOTAL</b>		\$216,412	\$343,676	\$536,417	\$14,500	\$135,392	\$789,642	\$328,653	\$7,610	\$595,965	\$1,302,087	\$4,270,354

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL	
Name: Family Home Care Contractor Code: 30002 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$71,010 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$71,010 Services to be provided: <input type="checkbox"/> (Must be completed)
Name: Giruzzi, Joseph, Esq. Contractor Code: 30051 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$12,500 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$12,500 Services to be provided: <input type="checkbox"/> (Must be completed)	
Name: Greater Mohawk Valley Community & Elderswellness Co Contractor Code: 30063 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$50,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$70,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$120,000 Services to be provided: <input type="checkbox"/> (Must be completed)	
PAGE 3 SUBTOTAL GRAND TOTAL		\$12,500 \$216,412	\$ 0 \$343,676	\$ 0 \$536,417	\$ 0 \$14,500	\$ 0 \$135,392	\$121,010 \$789,642	\$ 0 \$328,653	\$ 0 \$7,610	\$ 0 \$595,965	\$70,000 \$1,302,087	\$203,510 \$4,270,354	



For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable services(s) for each

**Subcontractor Roster**

Name: Healthcare Monitoring, Inc		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30052		\$ 0	\$ 0	\$ 0	\$ 0	\$ 500	\$44,000	\$ 0	\$ 0	\$ 0	\$ 0	\$44,500
Employer ID:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Contract is:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name: Legal Aid Society		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30020		\$12,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$12,500
Employer ID:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Contract is:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name: Lifeline Systems, Inc		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30031		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$1,800	\$ 0	\$ 0	\$ 0	\$ 0	\$1,800
Employer ID:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)	Services to be provided: <input type="checkbox"/> (Must be completed)
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Contract is:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Active:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											

PAGE 4 SUBTOTAL	\$12,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 500	\$45,800	\$ 0	\$ 0	\$ 0	\$ 0	\$58,800
GRAND TOTAL	\$216,412	\$343,676	\$536,417	\$14,500	\$135,392	\$789,642	\$528,653	\$7,610	\$595,965	\$1,502,087	\$4,270,354	

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL	
Name: Lutheran Home Contractor Code: 30021 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$55,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$55,000 Services to be provided: <input type="checkbox"/> (Must be completed)
Name: Multicultural Assoc Medical Interpretation (MAMI) Contractor Code: 30070 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 515 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 515 Services to be provided: <input type="checkbox"/> (Must be completed)	
Name: Murphy Michelle Contractor Code: 30073 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$1,272 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$1,272 Services to be provided: <input type="checkbox"/> (Must be completed)	

PAGE 5 SUBTOTAL	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 515	\$ 56,787
GRAND TOTAL	\$216,412	\$343,676	\$536,417	\$14,500	\$135,392	\$789,642	\$328,653	\$7,610	\$595,965	\$1,302,087	\$4,270,354	

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Name: Inc	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
<b>Name:</b> North Utica Senior Citizens Recreation Center, <b>Contractor Code:</b> 30045 <b>Employer ID:</b> <b>Minority Contractor:</b> <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> <b>Contract is:</b> <b>Active:</b> <b>New:</b>	\$173,196 <small>Services to be provided: 4 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$10,893 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$99,912 <small>Services to be provided: 0 (Must be completed)</small>	\$167,899 <small>Services to be provided: 1 (Must be completed)</small>	\$42,984 <small>Services to be provided: 4 (Must be completed)</small>	\$7,610 <small>Services to be provided: 1 (Must be completed)</small>	\$42,494 <small>Services to be provided: 2 (Must be completed)</small>	\$518,610 <small>Services to be provided: 3 (Must be completed)</small>	\$1,063,598 <small>Services to be provided: 19 (Must be completed)</small>
<b>Name:</b> Oneida County Office of Workforce Development <b>Contractor Code:</b> 30004 <b>Employer ID:</b> <b>Minority Contractor:</b> <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> <b>Contract is:</b> <b>Active:</b> <b>New:</b>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$59,457 <small>Services to be provided: 1 (Must be completed)</small>	\$59,457 <small>Services to be provided: 1 (Must be completed)</small>
<b>Name:</b> Parkway Senior Center <b>Contractor Code:</b> 30030 <b>Employer ID:</b> <b>Minority Contractor:</b> <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> <b>Contract is:</b> <b>Active:</b> <b>New:</b>	\$400 <small>Services to be provided: 2 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$14,000 <small>Services to be provided: 2 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$8,000 <small>Services to be provided: 1 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$0 <small>Services to be provided: 0 (Must be completed)</small>	\$11,600 <small>Services to be provided: 2 (Must be completed)</small>	\$34,000 <small>Services to be provided: 7 (Must be completed)</small>

<b>PAGE 6 SUBTOTAL</b>	\$173,596	\$0	\$10,893	\$14,000	\$99,912	\$167,899	\$50,984	\$7,610	\$42,494	\$589,667	\$1,157,055
<b>GRAND TOTAL</b>	\$216,412	\$343,676	\$536,417	\$14,500	\$135,392	\$789,642	\$328,653	\$7,610	\$595,965	\$1,302,087	\$4,270,354

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster

Contractor Name	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Name: PeerPlace, Inc. Contractor Code: 30072 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$2,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$3,750 Services to be provided: <input type="checkbox"/> (Must be completed)	\$1,500 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 500 Services to be provided: <input type="checkbox"/> (Must be completed)	\$3,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$2,933 Services to be provided: <input type="checkbox"/> (Must be completed)	\$2,419 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$1,509 Services to be provided: <input type="checkbox"/> (Must be completed)	\$25,289 Services to be provided: <input type="checkbox"/> (Must be completed)	\$42,900 Services to be provided: <input type="checkbox"/> (Must be completed)
Name: Presbyterian Home Contractor Code: 30009 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$69,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$69,000 Services to be provided: <input type="checkbox"/> (Must be completed)
Name: Prestige Services, Inc. Contractor Code: 30022 Minority Contractor: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contract is: Active: New:	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$331,760 Services to be provided: <input type="checkbox"/> (Must be completed)	\$514,800 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$3,432 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$537,680 Services to be provided: <input type="checkbox"/> (Must be completed)	\$616,616 Services to be provided: <input type="checkbox"/> (Must be completed)	\$2,004,288 Services to be provided: <input type="checkbox"/> (Must be completed)

PAGE 7 SUBTOTAL	\$2,000	\$335,510	\$516,300	\$ 500	\$6,432	\$2,933	\$71,419	\$ 0	\$539,189	\$641,905	\$2,116,188
GRAND TOTAL	\$216,412	\$343,676	\$536,417	\$14,500	\$135,392	\$789,642	\$328,653	\$7,610	\$595,965	\$1,302,087	\$4,270,354

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Subcontractor Roster		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL	
<b>Name:</b> Resource Center for Independent Living <b>Contractor Code:</b> 30015 <b>Employer ID:</b> <b>Minority Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> Contract is: <input type="checkbox"/> <input checked="" type="checkbox"/> <b>Active:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>New:</b>		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 500 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$112,250 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$112,750 Services to be provided: <input type="checkbox"/> (Must be completed)
<b>Name:</b> Response Link <b>Contractor Code:</b> 30059 <b>Employer ID:</b> <b>Minority Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> Contract is: <input type="checkbox"/> <input checked="" type="checkbox"/> <b>Active:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>New:</b>		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$21,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$21,000 Services to be provided: <input type="checkbox"/> (Must be completed)
<b>Name:</b> Sibley Nursing Services, Inc. <b>Contractor Code:</b> 30049 <b>Employer ID:</b> <b>Minority Contractor:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Rural Contractor:</b> <b>Number of contracts, (State &amp; Federal), with this contractor:</b> Contract is: <input type="checkbox"/> <input checked="" type="checkbox"/> <b>Active:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>New:</b>		\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$8,000 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$ 0 Services to be provided: <input type="checkbox"/> (Must be completed)	\$8,000 Services to be provided: <input type="checkbox"/> (Must be completed)

<b>PAGE 8 SUBTOTAL</b>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 500	\$29,000	\$112,250	\$ 0	\$ 0	\$ 0	\$ 0	\$141,750
<b>GRAND TOTAL</b>	\$216,412	\$536,676	\$536,417	\$14,500	\$155,392	\$789,642	\$528,653	\$7,610	\$595,965	\$1,302,087	\$ 0	\$4,270,354

For each contract:  
 Check if contract is active  
 Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

**Subcontractor Roster**

Name: T.B.D.		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30074		\$1,776	\$2,368	\$0	\$0	\$1,776	\$0	\$0	\$0	\$0	\$0	\$5,920
Employer ID:												
Minority Contractor:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Rural Contractor:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	[1]											
Contract is:												
Active:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name: U.S. Care		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code: 30006		\$0	\$0	\$0	\$0	\$0	\$213,000	\$0	\$0	\$0	\$0	\$213,000
Employer ID:												
Minority Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Rural Contractor:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	[1]											
Contract is:												
Active:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Name:		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	SNAP	OTHER	TOTAL
Contractor Code:		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Employer ID:												
Minority Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Rural Contractor:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
Number of contracts, (State & Federal), with this contractor:	[ ]											
Contract is:												
Active:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
New:	<input type="checkbox"/> Yes <input type="checkbox"/> No											
<b>PAGE 9 SUBTOTAL</b>		\$1,776	\$2,368	\$0	\$0	\$1,776	\$213,000	\$0	\$0	\$0	\$0	\$218,920
<b>GRAND TOTAL</b>		\$216,412	\$343,676	\$536,417	\$14,500	\$135,392	\$789,642	\$328,653	\$7,610	\$595,965	\$1,302,087	\$4,270,354

### ATTACHMENTS

Check [  ] attachments included with this Plan.

Forms are provided for Attachments A, B, C, D, and E.

*Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.*

[] **ATTACHMENT A:** Standard Assurances

**Note: Area Agency on Aging Director's original signature is required on the first page of the Standard Assurances assuring that the AAA will fully comply with the Standard Assurances contained in this attachment. The AAA is required to submit only the certification (page 50).**

[] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** area agency.

[] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This **must** be completed and returned by **each** area agency.

[] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy  
Adjustments to Personnel Roster and Rent Allocation Schedule

4/01/12 - 3/31/16

ATTACHMENT A FOUR YEAR PLAN  
STANDARD ASSURANCES  
April 1, 2012- March 31, 2016

Covering the following programs:  
Title III-B of the Older Americans Act  
Titles III-C-1 and III-C-2 of the Older Americans Act  
Title III-D of the Older Americans Act  
Title III-E of the Older Americans Act

New York State Expanded In-Home Services For The Elderly Program (EISEP),  
Community Services For The Elderly Program (CSE),  
Congregate Services Initiative (CSI), State Transportation Program,  
Supplemental Nutrition Assistance Program (SNAP),  
Caregiver Resource Center (CRC),  
Health Insurance Information Counseling And Assistance Program (HIICAP) and  
Weatherization Referral And Packaging Program (WRAP)



New York State Office for the Aging Instructions: After careful review of the Standard Assurances, please sign the following certification and return only this page (with original signature in blue ink) with your Four Year Plan.

I certify that no amendments to these Standard Assurances have been made nor will be made without the expressed written consent of the New York State Office for the Aging. I have read and agree that the

Oneida County OFA Area Agency on Aging  
(Name of Area Agency)

shall fully comply with the attached Standard Assurances.

Michael J. Romano, Director  
(Name of Area Agency on Aging Director)

*Michael J. Romano* (Signature, in blue ink)      1/19/12 (Date)



**ATTACHMENT B**

**PRIORITY SERVICES EXPENDITURE REPORT**

Instructions: Using actual expenditures for the period, October 1, 2010 - September 30, 2011, submit this completed and certified report with the 2012-16 Plan. To access the on-line expenditure report, return to the NYSOFA Budgeting and Reporting Systems Main Menu, click on CAARS Quarterly, select any period, and click "Go To Report". On the CAARS Quarterly Main Menu, under "Tools", click on "Go To Reports". Select beginning period October 1, 2010; Select ending Period of September 30, 2011; then click Expenditures Report. A PDF version of the report will generate in a separate window for your review.

Please see *Guide for Completion*

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:

Row 1. **Access:** transportation, outreach, information and assistance, case management

Row 2. **In-home:** personal care level II, personal care level I, home health aide, consumer directed in-home services, in-home contact & support and caregiver services

Row 3. **Legal:** legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PI-52, 12/29/94.)

Row 4. **All Other Services:** necessary to sum total services dollars expended.

Row 5. **Subtotal:** all services dollars expended.

Row 6. **Over Match:** must be removed from total.

Row 7. **Total:** [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

**If the percentage in Column B meets the minimum required percentage STOP do not continue.**

If it does not, then continue in Column C. Include only the required amount from CSE and/or SNAP expenditures **required** to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

**Notes:**

[S] Include SNAP dollars for Access **only**.

[H] Includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services **only**.

Column D: add Columns A and C for Lines 1, 2 & 3.

Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/SNAP amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

Category & Minimum Required Percentage	(A)	(B)	(C)	(D)	(E)
	III-B Services Expenditures	Percent (A)/[T]	CSE (& SNAP for Access)	Services Combined Total (A) + (C)	Percent (D)/{(T)+(C)}
1. Access 20.0%	261,892.00	88.43	0.00 [S]	261,892.00	88.43
2. In-Home 2.5%	3,511.00	1.19	9,277.00 [H]	12,788.00	4.19
3. Legal 7.0%	30,755.00	10.38	0.00	30,755.00	10.38
4. All Other Services	0.00				
5. Subtotal	296,158.00				
6. Over Match (-)	0.00				
7. Total	296,158.00 [T]				

**ATTACHMENT C**  
**Program Design Modifications**

All AAAs should carefully review this form and the Guide for Completion

**PURPOSE**

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any Changes that are being planned for periods covered by future Plans (e.g. an RFP to be held in SFY 2012-2013 that will result in a major change in services or providers in SFY 2013-2014).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

**DEFINITIONS**

**Program Design Modification:** Refers to a Major Change, New Direct Service or New Activity.

**Major Change(s):** Refers to a proposed change(s) in program design for SFY 2012-2013 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for periods covered by future Plans that will have a significant impact on service delivery to older adults.

**Significant Impact:** The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
  - service location;
  - access to services;
  - service providers;
  - types of services being offered;
  - the manner in which services are provided;
  - service levels (changes of more than 20% in units or expenditures for any specific service); and
  - changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

**New Direct Service:** Refers to any service to be provided by the AAA directly (as opposed to being provided by a subcontractor) that has not been provided by the AAA.

**New Activity:** Refers to: Any new service or program

**PROGRAM DESIGN MODIFICATIONS**

**CERTIFICATION**

**A box must be checked or an explanation must be provided.**

The AAA hereby certifies that any Program Modifications or actions anticipated for the 04/01/2012-03/31/2013 Plan period that may result in Program Modifications during the 2012-2013 Program Year or a future program year: SHALL NOT result in a loss or diminution in the quantity or quality of the services (including all federal, state and locally funded services) provided, or to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity; and SHALL enhance the quantity, quality and maintain the integrity and public purpose of the services to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity.

**If the above certification cannot be made, please explain in the text box provided. This would include reductions due to a loss of local, state or federal funding.**

**OR**

The Area Agency on Aging does not anticipate any changes in its programs that may occur during the 2012-2013 Program Year or a Future Program Year and certifies that: If any change to its programs or services does occur during the 2012-13 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

**MULTIPURPOSE SENIOR CENTERS**

Please describe any multipurpose senior centers that will be acquired and/or constructed using Title III-B funds for the 4/1/2012 – 3/31/2013 AIP period or future program periods in the text box provided:

## ATTACHMENT D

### Justification for Title III Carryovers and Title III Transfers

**Transfers:** Provide justification for any transfer of funds within and among Title III programs. Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

Transfer \$120,000 from IIIC-1 to IIIC-2

**Carryovers:** (Reference 88-PI-17, 3/24/88)

Titles III-B, III-C and Title III-E: Provide justification for carryover amounts in excess of 7.5%.

Title III-D: Provide justification for carryover amounts in excess of 25%.

**Targeting:** Describe how excess carryover funds will be used for targeting (Reference 92-PI-30, 7/21/92) those unserved and underserved older adults individuals in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.). For example, the following activities represent possible efforts to improve achievement of targeting goals: provision of linguistic interpretation services to persons with limited English proficiency or deaf persons, translation of informational materials for persons with limited English proficiency or development of Braille and audio materials for persons who are visually impaired, etc. Where the AAA targeting goals have not been met and the AAA will not use carryover funds for additional or expanded targeting efforts, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

**ATTACHMENT E**

**Fringe Benefits and Travel Reimbursement Policies**

**Fringe Benefits Policy:** A complete copy of the AAA's (or sponsor's) Fringe Benefit Policy must be submitted with the **Four Year Plan**. Include below the current fringe benefit rate for employees. Describe any changes from the 2008-2012 Fringe Benefit policy submitted with the 2008-12 Four Year Plan and submit a complete copy of the 2012 Fringe Benefit Policy.

2012-2013 Fringe Benefit Rate: 30.00%

No changes

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**Travel Reimbursement Policy:** A complete copy of the area agency's (or sponsor's) Travel Reimbursement Policy must be submitted with the **Four Year Plan**. Describe below any changes from the 2008-2009 Travel Reimbursement Policy submitted with the 2008-2012 Four Year Plan and submit a complete copy of the 2012 Travel Reimbursement Policy.

Changed to .555 per mile

**Personnel Roster and Rent Allocation Schedule Adjustment:** Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.

No Changes



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

235 Elizabeth Street, Utica, NY 13501

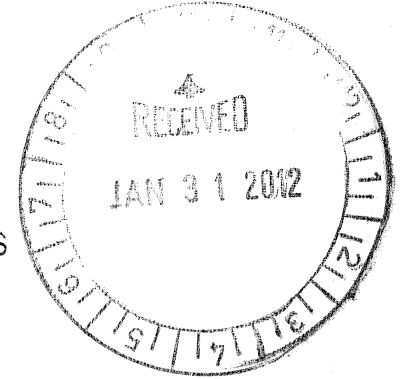
Phone 315-798-5456

Fax 315-798-6444

E-mail.ofa@ocgov.net

January 19, 2012

FN 20 12-112



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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following amendment between the Office for the Aging/Office of Continuing Care and the greater Mohawk Valley Community and Elderwellness Council, Inc (CEWC) for your review and approval.

The purpose of this amendment is to increase the 2011 Purchase of Service Agreement by ten thousand dollars. This will allow us to increase the number of clients served through our program which provides flexible consumer directed model of service delivery targeting Veterans who are referred to OFA/OCC and are at risk for Nursing Home Placement. The total amount of this agreement is \$58,000.00. This consists of \$58,000.00 Federal dollars with no County dollars involved.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano  
Director

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

Anthony J. Picente, Jr.  
County Executive

Date 1/31/12

MJR/grb  
Enc.



## Oneida County Board of Legislators Amendment Summary

**Name of Proposing Organization:** The Mohawk Valley Community and Elderwellness Council, Inc.

**Title of Activity or Service:** **Veterans Directed Home and Community Based Services Program-** To provide Veterans who are at risk for nursing home placement the help they need to remain in the community by offering them more involvement and control over the types of services, supports, and benefits they receive through flexible consumer directed services and goods.

**Proposed Dates of Operation:** Upon execution – December 31, 2011

**Client Population/Number to be Served:** Approximately twelve disabled Veterans most at risk for nursing home placement in need of community based long term care services

**Summary Statements:**

- 1) **Narrative Description of Proposed Services.** To provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.
- 2) **Program/Service Objectives and Outcomes.** To link Veterans with home and community based services and supports, including those supports that help family members and caregivers continue to provide care.
- 3) **Program Design and Staffing Level.** N/A

**Total Funding Requested:** \$58,000.00

**Oneida County Department Funding Recommendation:**

**Proposed funding Source (Federal/State/County):** Account # A6772.495149 Federal 100% (\$ 58,000.00)

**Cost per Client Served:** Approximately \$4,000.00

**Past Performance Data:** Second year

**Oneida County Department Staff Comments:** Program was developed through the Administration on Aging National Pilot - Community Living Program- to create flexible consumer directed long term care.

AMENDMENT

THIS IS AN AMENDMENT to the year 2011 Agreement # 012234, which was formally amended on November 21, 2011 through agreement # 012721 by and between the **GREATER MOHAWK VALLEY COMMUNITY AND ELDERWELLNESS COUNCIL** at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as "CONTRACTOR": and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica New York 13501, hereinafter known as the "SUBCONTRACTOR"

THE PURPOSE of this Amendment is:

- To increase the amount of the contract by ten thousand dollars (\$10,000.00) with the total amount of the original Agreement not to exceed fifty eight thousand dollars (\$58,000.00).  
This increase will help continue this program which provides Veterans who are at risk for nursing home placement the help they need to remain in the community.  
No other conditions and terms of the original Agreement are changed.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

Kenneth Abramczyk  
 Kenneth Abramczyk, President  
 Greater Mohawk Valley Community and Elderswellness  
 Council, Inc. (CEWC)

1/11/12  
 Date

SUBCONTRACTOR

Michael J. Romano  
 Michael J. Romano, Director  
 Oneida County Office for the Aging

1/19/12  
 Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

\_\_\_\_\_  
 Date

Approved As to Form ONLY:  
ONEIDA COUNTY ATTORNEY

BY: \_\_\_\_\_



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

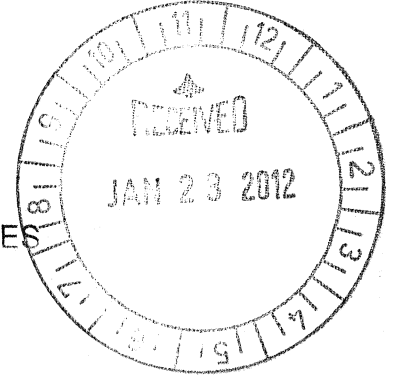
235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

FN 20 12-113



January 9, 2012

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Amendment to the 2010 Purchase of Service Agreement between the Office for the Aging / Office of Continuing Care and Prestige Services, Inc. for your review and approval.

Under this purchase of Service Agreement, Prestige Services, Inc. will provide home delivered and congregate meals for the Oneida County Office for the Aging / Office of Continuing Care. The Nutrition Program for the Elderly will purchase a total of **349,800** meals for the year 2012 for a total of **\$2,000,856.00**. The source of funds are: Federal (\$525,764.00), State (\$376,852.00), Private Pay /other (\$721,900.00), Participant Contributions (\$376,340.00).

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano  
Director

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

Anthony J. Picente, Jr.  
County Executive

Date 1/18/12

MJR/grb  
Enc.

**Oneida County Board of Legislators**

**Contract**

**Name of Proposing Organization:** Prestige Services, Inc

**Title of Activity or Service:** Food Service, congregate and home delivered

**Proposed Dates of Operation:** January 1, 2012 – December 31, 2012

**Client Population/Number to be Served:** Frail, elderly and disabled / approximately **349,800** meals to approximately **1382** clients.

**Summary Statements**

**1. Narrative Description of Proposed Service.**

Prestige Services will provide congregate meals (13 dining sites), home delivered meals (52 + routes throughout the county) and agencies who contract with OFA for client meals including: Senior Network Health, DSS/OCC, and Department of Health.

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

Prestige Services will purchase, warehouse, prepare, deliver and serve at sites and homes high quality noon meals that nutritionally meet 1/3 RDA of an individual's daily requirement for nutrition. The contractor will also provide Breakfast meals to approximately **30** frail at risk individuals.

**3. Program Design and Staffing Level. N/A**

**Total Funding Requested:** \$5.72 per meal; Total \$2,000,856.00

**Oneida County Department Funding Recommendation:** \$5.72 per meal

Total \$2,000,856.00

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

Federal (\$525,764.00), **State** (\$376,852.00), **Private Pay/Other** (\$721,900.00), **Participant Contributions**, (\$ 376,340.00).

**Cost per Unit/Client Served:** \$5.72 per meal/ a total of **349,800** meals will be provided to service approximately **1368** clients at a cost of \$ **1, 462.61** per client per year.

**Past Performance Data:** 2012 will be the seventeenth year for Prestige Services to provide food service to our county programs. The product and service has been maintained level. Quality assurance measures demonstrate high levels of client satisfaction.

**Oneida County Department Staff Comments:**

The contractor is responsive to problems, dedicated to quality service and cost control.

PRESTIGE SERVICES, INC.

2012 CONTRACT AMENDMENT

Oneida County's Nutrition Program for the Elderly, Long Term Home Health Care and Private Pay Meal Programs THIS IS AN AMENDMENT to the Purchase of Service Agreement # 010987 by and between PRESTIGE SERVICES, INC., located at 743 Pierce Road, Clifton Park, New York 12065, and COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE located at 235 Elizabeth, Utica, New York 13501.

WHEREAS, the parties to this amendment entered into an agreement on March 10, 2010 under Resolution Number 2010-109 which was formally amended on December 29, 2010 under Resolution 2010-410 and intend to amend those documents through this amendment

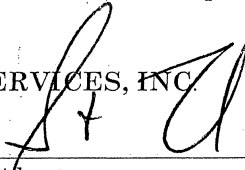
THE PURPOSE of this Amendment, effective January 1, 2012 through December 31, 2012 is to:

1. Adjust the meal rate from \$ 5.65 per meal to \$5.72 per meal and
2. To ensure the total number of meals will not exceed 349,800 and
3. To ensure the total amount of the Amendment will not exceed \$2,000,856.00 and
4. To extend the termination date of the original agreement to December 31, 2012

All other terms and conditions of the Agreement remain in force, unless otherwise changed in accordance with Part I, Section I, L, and Part II, Section V, B.

IN WITNESS THEREOF, the parties have hereunto their hand on the date respectively stated:

PRESTIGE SERVICES, INC.



Scott Earl, President

12-27-11  
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING/CONTINUING CARE



Michael J. Romano, Director

1/10/12  
Date

Approved As To Form ONLY:  
ONEIDA COUNTY ATTORNEY

By: \_\_\_\_\_