

ONEIDA COUNTY BOARD OF LEGISLATORS

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

COMMUNICATIONS WITH DOCUMENTATION May 9, 2012

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

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

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www.ocgov.net

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

FN 20

12-165

for

MEMORIALIZING PETITION

READ & FILED

F.N. 2012- 165

SPONSORS: RICHARD A. FLISNIK (R-8th), ROSE ANN CONVERTINO, (D-23RD)

A MEMORIALIZING PETITION URGING GOVERNOR ANDREW CUOMO TO STOP THE STATE'S RAIDING OF THE 911 SURCHARGE FUNDS AND TO TRANSFER TO LOCAL GOVERNMENTS THE MORE THAN \$1.2 BILLION DOLLARS COLLECTED SINCE 1994, FOR THE INTENDED USE, WHICH IS FOR 911 CALL CENTER SERVICES AND TH UPGRADE OF TECHNOLOGY; THAT ONEIDA COUNTY RECEIVE 100% OF FUTURE 911 SURCHARGE FUNDS; AND THAT ONEIDA COUNTY BE ALLOWED TO IMPOSE A 30 CENT SURCHARGE ON WIRELESS COMMUNCATION SERVICES.

WHEREAS, New York State enacted a monthly wireless 911 surcharge of 70 cents per cellular phone per month in 1992 and in 2002 the surcharge was raised to \$1.20 per telephone per month, and funding was directed to the State Police to finance the system of handling 911 wireless phone calls; and

WHEREAS, the revenue from this fee was and is intended to be transferred from the State to local governments to pay for 911 call center services and technology grades; and

WHEREAS, the New York State 911 Coordinators Association estimates that New York state has collected over \$1.2 billion in surcharges since 1994. \$190 million was collected in 2010, of the amount collected the State only transferred the sum of \$9.3 million to county governments and the vast majority of the 911 surcharges collected were never used for the 911 system development, in fact only 7 percent of the wireless surcharge money collected has reached the local counties to fund 911 wireless technologies; and

WHEREAS, for Oneida county, the state surcharge paid by the State to date for the year 2011, is the sum of \$123, 000, 00; and

WHEREAS, the number of counties handling wireless calls at the 911 centers continues to increase, the use of hard-line phones will continue to decline resulting in decreased revenue to counties, who are struggling to maintain current levels of equipment and the level of 911 services varies considerably from county to county across New York State; and

WHEREAS, funding allocations should also take into account increases in population due to factors such as seasonal homes, tourist attractions, and large spectator events; and

WHEREAS, the US Government Accountability Office has requested and received no response from state officials over the course of two investigations into the collection and use of funds for the 50 States and District of Columbia Wireless Enhanced 911 services; and

WHEREAS, Albany's improper use and distribution of funds collected should not have to force counties to raise sales and/or property taxes or be forced to impose additional fees upon the backs of taxpayers when they are already financial strapped;

WHEREAS, Oneida County is in the midst of a consolidation of emergency services with the City of Utica, New York and recently completed a consolidation with the Town of New Hartford, New York. The County of Oneida is doing what is expected by streamlining government while attempting to maintain a quality of service the taxpayers deserve; and

WHEREAS, the 35 cent E911 surcharge assessed on landline services is not generating the revenue necessary to support our consolidation efforts or to keep up with the frequent, expensive, and extensive equipment upgrades. Landline usage is becoming obsolete as users change over to wireless communications, i.e., cell phones; and

WHEREAS, Forty-seven counties in the State of New York currently impose a monthly 30 cent surcharge on wireless communication services. Oneida County has turned to its state representatives seeking the passage of a home rule message enabling the County of Oneida to impose the additional 30 cents surcharge on its cell phone users. It is evident that the

consensus amount state representatives is that "no new taxes" will be imposed; and

WHEREAS, residents are disconnecting landline phones because cellular phone are taking their place. Therefore, significantly less money is being collected for the E911 tax, yet the use of its service is not decreasing at nearly the same rate; and

WHEREAS, the E911 tax, as it stands, is old and outdated in Oneida County. Cellular phones are the present and future for communication for E911 services and the E911 tax needs updating. This is not a new tax, but merely an extension of the current tax; and

WHEREAS, the 30 cent surcharge is not a new tax but one that has been in effect for some time now. Oneida County is only seeking its rightful place among those counties attempting to utilize the funding mechanism already in place to fulfill its obligation to provide for the "health, safety and welfare of the people of this state." We are being penalized for the hard economic conditions that exist at this time; and

WHEREAS, we would appreciate any support put forth in getting this extremely necessary legislation passed; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators urges The Governor of the State of New York, the New York State Senate and New York State Assembly to stop the State's raiding of the 911 surcharge funds and to transfer to local governments the more than \$1.2 billion dollars collected since 1994, and for the intended use, which is for 911 call centers and the upgrade to technology, that Oneida County receive 100% of future surcharge funds, and that Legislation be sponsored and passed by both the New York State Senate and New York Assembly and approved by the Governor, allowing Oneida County to impose the 30 cent monthly surcharge on wireless communication services as forty-seven counties already have been imposing;

BE IT FURTHER RESOLVED, That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Governor Andrew M. Cuomo, Senator Joseph A. Griffo (R-47), Senator David Valesky (D-49), Assemblyperson Anthony Brindisi (D-116th), Assemblyperson Claudia Tenney, (R-115), William McGee (D-111) and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Paul Wood
Emil R. Saparella
Ronald D. Townsend
Mark H. ...
...
...
Richard H. ...
...
William ...
...
...
Chad ...
...
Philip M. Sacco

...
...
...

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

R. King
Hansel Rogers
~~Les Porter~~
John Brennan
Norm Leach
Gerald J. Dean
Bin Mandys

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

Dated: 3-14-12



ONEIDA COUNTY BOARD OF LEGISLATORS

Harmony Speciale, 728 Noyes St, Utica, New York 13502
Phone: (315) 679-1808 Email: harmonyspeciale@gmail.com

April 19, 2012

FN 20 12 - 166

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

READ & FILED

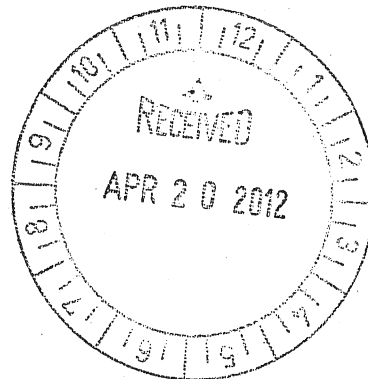
Dear Mr. Billard:

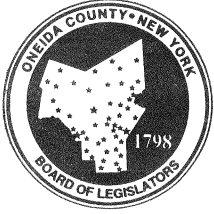
I am being advised that I should have abstained from voting on Resolution, Introductory number 108, File Number 2012-130 due to a conflict of interest on this matter. It is my understanding that this letter of disclosure will become a part of the official records of this board.

Respectfully submitted,

Harmony Speciale

Harmony Speciale
Oneida County Board of Legislators - 22nd District





ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 798-5900 ♦ Home Phone: 337-9045

May 8, 2012

Board of Legislators
800 Park Ave.
Utica, NY 13501

Honorable Members,

Please find the attached request from the Election Commissioners received on Monday, May 7th in regards to an agreement with the Utica City School District for the use of the voting machines. Due to the impending school board and budget election, this agreement must be considered by the Board of Legislators at our meeting on May 9, 2012.

Therefore, I am requesting that the Board waive rules 12 and 55 so that this matter can be voted upon. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script that reads 'Gerald J. Fiorini'.

Gerald J. Fiorini
Chairman



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

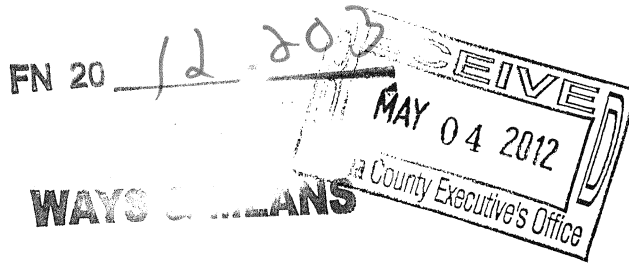
Anthony J. Picente Jr.
County Executive

CAROLANN N. CARDONE
Democratic Commissioner
(315) 798-5761

PAMELA N. MANDRYCK
Republican Commissioner
(315) 798-5763

May 4, 2012

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



Dear County Executive Picente:


As you are aware, there are upcoming school board elections in the City of Utica and the school district has requested the use of the Optical Scan Voting Systems. The school district used the Optical Scan Voting Systems at last year's elections and I was directed by the county attorney's office to generate a contract for this purpose. I did so and adhered to the same procedure for this year's agreement. However, the County Attorney has determined that such agreements should properly be approved by the Board of Legislators.

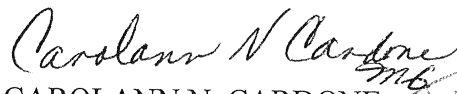
The county attorney and I have generated the agreement, however the timing of the upcoming school board elections requires that this agreement must go to the Board of Legislators for their review and approval at their May 9th meeting. It is for this purpose that I am writing to you to request that you enable the agreement to be presented to the Board of Legislators for their action at the May 9th meeting

Please note that an additional change to the process, as per the County Attorney, requires your signature is requested on the agreement in addition to the Commissioners and the School Board representative. Upon the anticipated approval of the contract by the Board of Legislators, I will be asking for your assistance in this matter as well.

Thank you in advance for your attention to this matter. Please feel free to contact us if you have any questions or need anything further.

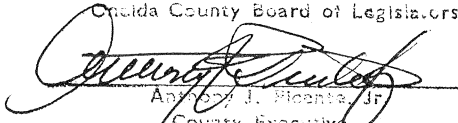
Sincerely,


PAMELA N. MANDRYCK
COMMISSIONER OF ELECTIONS

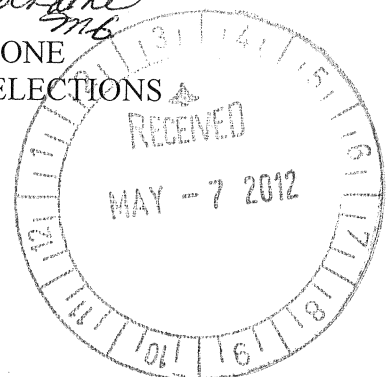

CAROLANN N. CARDONE
COMMISSIONER OF ELECTIONS

PNM: CNC

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


Anthony J. Picente, Jr.
County Executive

Date 5/7/12



Oneida Co. Department: BOARD OF ELECTIONS

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Utica City School District

Title of Activity or Service: School Board Election

Proposed Dates of Operation: 15 May 2012

Client Population/Number to be Served: approximately 28,400

Summary Statements

1) Narrative Description of Proposed Services

The Board of Elections will provide the Utica City School District with Optical Scan Voting Systems and related items necessary to conduct the school board election.

2) Program/Service Objectives and Outcomes:

Completion of School Board Election.

3) Program Design and Staffing

Generation of iButtons and Data Cards to Operate the Optical Scan Voting Systems and tally results of the election as well as system preparation and testing to be completed by EMS Programmers and Machine Technicians. Inspector Instruction by Machine Technicians. Preparation of election supply materials performed by BoE staff.

Total Funding Requested: \$4,525.00

Account #s 1450.101 & 1451.411

Oneida County Dept. Funding Recommendation: \$4,525

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

County, reimbursed by City of Utica

Cost Per Client Served: approximately \$.16 per person

Past Performance Data: 2011 election accomplished successfully

O.C. Department Staff Comments: Project within the scope of BoE duties. We have an established working relationship with the Utica City School District.

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
acting through Oneida
County Youth Bureau

(Hereinafter referred to
as the County)

SERVICE PROVIDER

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From:
To:

COUNTY RESOLUTION NO.

Adopted on

FINANCIAL TERMS OF AGREEMENT:

Total Program
Budget:

Approved
Funds:

Matching Funds

GENERAL LIABILITY INSURANCE:

\$ 1 Million

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

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

COUNTY OF ONEIDA

By: _____
County Executive

By: *Camelot Mandryck*
Commissioner

By: _____
Executive Director

By: *Michele Grigzi*
Commissioner

Approved as to form

Oneida County Attorney

TEMPORARY USE AGREEMENT

THIS AGREEMENT made as of May 1, 2012, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and The Utica City School District of 106 Memorial Parkway, Utica, New York, hereafter referred to as the USER.

WITNESSETH:

WHEREAS, the COUNTY and the USER wish to enter into an agreement whereby the COUNTY shall permit the USER to use Optical Scan Voting Systems owned by the COUNTY for the USER'S election, and the USER shall pay the COUNTY for such use, under the terms and conditions described herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the COUNTY and the USER mutually agree and obligate themselves as follows:

1. PURPOSE. To enter into a written contract setting forth the terms and obligations of each of the parties under which the COUNTY will provide the Optical Scan Voting Systems and related election materials to the USER, and the USER agrees to pay for the temporary use of the Optical Scan Voting Systems and election materials necessary to conduct USER'S election.

a) The USER shall be responsible for returning to the COUNTY all equipment and non-expendable materials in the same condition as they were in when provided to the USER by the COUNTY. The USER shall be responsible for any and all damages to the Optical Scan Voting Systems, the voting and privacy booths and related election materials while in the custody of USER, regardless of cause, intent or foreseeability, including any and all damages caused or alleged to be caused by any third party. The USER shall indemnify and hold the COUNTY and any of its officers, employees and agents thereof free and harmless from any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liability of every kind arising from or relating to any and all claims, liens, demands, obligations, actions,

proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the omissions and/or acts of the USER and /or arising out of the maintenance or use of the Optical Scan Voting Systems, voting and privacy booths or related election materials.

2. GOODS AND/OR SERVICES TO BE PERFORMED. As mutually agreed the COUNTY shall provide to the USER 27 Optical Scan Voting Systems , and voting booths, 54 privacy booths and ballot marking devices and miscellaneous other materials necessary to conduct the Users' Election at a cost of \$4,525, including machine technical assistance and repairs, which will be provided by Board of Elections staff only. A breakdown of the components of said cost is set forth in Exhibit A, attached. Contact information for technical assistance will be provided by the Board of Elections. USER is responsible for the separate payment of the transportation fee of the Board of Elections-specified transportation agent. Said transportation costs are not included in the total cost set forth in Exhibit A and will be separately billed by COUNTY to USER.

a) **BALLOTS:** USER will be responsible for payment of all fees and costs associated with the preparation and printing of the ballots. This includes payment to the Optical Scan Voting System vendor "Dominion Voting," which is the sole source company associated with Ballot definition and generation. Further, USER will be responsible for payment of all costs and fees to the certified vendor, "Fort Orange Press, Inc.," which is the designated vendor for the printing and transportation of the ballots and test decking ballots. USER is responsible for the ordering of, proofing and approval of all ballots, which will (at USER's demand) be shipped to the USER for verification and secure storage prior to the Election. USER is responsible for transporting ballots to the specified poll sites prior to the Election. All ballots are the property of the USER. Said ballot costs are not included in the total cost set forth in Exhibit A and will be separately billed by the vendors directly to USER.

b) COUNTY will generate "iButtons" and data cards as programmed by "Dominion Voting," and will perform the test decking of the Optical Scan Voting Systems. USER will pay COUNTY any and all fees associated with "iButton" and data card generation and actual

supplies, as well as fees associated with the mandatory test decking. All “iButtons” and data cards will be returned by USER to the COUNTY. All fees and expenses associated with these activities are included in the total cost set forth in Exhibit A, as more fully delineated on EXHIBIT A attached.

- c) DELIVERY & RETRIEVAL: The Optical Scan Voting System equipment and peripherals will be delivered not later than the day of the Election (see ITEM 3) and will be picked up not later than the day after the Election by the designated Board of Elections transportation vendor. USER, and/or their designated representative, will be required to meet the Board of Elections representative at the time of delivery of the Optical Scan Voting System at each poll site designated by USER and is responsible to maintain the Optical Scan Voting System(s) and the Purple Election Supply Bag(s) in a secure location. USER will facilitate access to Optical Scan Voting Systems and related equipment and materials for retrieval and return to the Board of Elections.

- d) ELECTION DAY INSPECTORS: COUNTY will provide the names of trained inspectors certified by the Board of Elections to operate the Optical Scan Voting System. USER will be responsible to hire, assign and pay the inspectors for the Election. Only Inspectors certified by the Board of Elections will be employed to operate the Optical Scan Voting System. COUNTY will provide training to Inspectors at the COUNTY-established rate (see Exhibit A) which shall be reimbursed by the USER. The USER will be responsible for paying the Election Inspectors the standard County Inspector pay rate. Inspectors must be in place not less than one-half hour prior to the opening of the polls and are paid through one-half hour after the close of polls. There must be a minimum of four inspectors assigned to each election district. All costs for election inspectors shall be paid by USER directly to the inspectors and are not included in the total cost set forth in Exhibit A.

e) **POLL SITE LOCATIONS:** USER is responsible for all poll-site use fees and for completion of site –use applications and assurances.

3. **TERM.** The Optical Scan Voting Systems and other services are to be provided for the USER'S election to take place on May 15, 2012. All Optical Scan Voting Systems and peripheral accessories will be delivered on May 14, 2012 and on May 15, 2012 at times and locations to be determined by the USER and mutually agreed upon by all interested parties including USER, COUNTY and specified transportation vendor. Determination of acceptable vendors for the transportation of the Optical Scan Voting Systems is the sole discretion of COUNTY.

4. **INSURANCE:** The USER agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The USER agrees to have the COUNTY added to said insurance policies as named additional insured, as their interest may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the COUNTY as additional insured and to provide that such coverage shall not be terminated without written prior notice to the COUNTY.

5. **PRICE.** See Exhibit A attached.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed as of the day and year first above written.

COUNTY OF ONEIDA

By: _____
ANTHONY J. PICENTE, JR.
County Executive
Oneida County

by: *Pamela N. Mandyck*
PAMELA N. MANDRYCK
Commissioner of Elections
Oneida County

by: *Michele Giruzzi*
~~CAROLANN N. CARDONE~~ MICHELE GIRUZZI
Acting Commissioner of Elections
Oneida County

by: *C. J. Salatino*
CHRISTOPHER J. SALATINO, President
Utica City School District Board of Education

STATE OF NEW YORK)
:ss.:
COUNTY OF ONEIDA)

On this 7th day of May, in the year 2012, before me, MICHELE GIRUZZI the undersigned, a Notary Public in and for said State, personally appeared PAMELA N. MANDRYCK and ~~CAROLANN N. CARDONE~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DONNA M. ANGLIN
Notary Public, State of New York
Reg. #01AN6198862
Appointed in Herkimer County
My Commission Expires 1-5-2013

Donna M. Anglin
Notary Public
Qual. in Oneida Co.
My Comm. expires 1/5/2013

STATE OF NEW YORK)
:ss.:
COUNTY OF ONEIDA)

On this 7th day of May, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher J. Salatino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DONNA M. ANGLIN
Notary Public, State of New York
Reg. #01AN6198862
Appointed in Herkimer County
My Commission Expires 1-5-2013

Donna M. Anglin
Notary Public
Qual. in Oneida Co.
My Comm. expires 1/5/2013

EXHIBIT A
ANTICIPATED 2012 ELECTION EXPENSES

General Supplies and Ballot Marking Items	\$ 765.00 (\$15.00/ED)
Optical Scan Preparation	\$ 360.00
Test-Decking	\$ 40.00
iButton & Data Card Generation	\$ 180.00
Inspector Training	\$ 1,600.00
Optical Scan Peripherals Pick-Up & Delivery	\$ 960.00
Election Day Machine Technician Support	\$ 440.00
Results Back-Up	\$ 180.00

TOTAL DUE TO COUNTY FROM USER \$4,525.00



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

April 18, 2012

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

FN 20

12-204



WAYS & MEANS

**ECONOMIC DEVELOPMENT
& TOURISM**

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2012 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 30 landowners owning 2002.2 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by the Economic Development & Tourism Committee, and subsequently by Ways & Means and the full Board at the meeting of **June 13, 2012** thereafter being submitted to the State for final approval.

Respectfully submitted,

GERALD J. FIORINI,
CHAIRMAN OF THE BOARD

GJF:pp
attachments

**ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT
OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS
APRIL 2012**

I. INTRODUCTION

Oneida County established January 1, 2012 – January 31, 2012 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on March 26, 2012. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 30 landowners, owning 2002.3 acres* of farmland expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were a few instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and also where parcel boundaries changed. All of the maps are included in the package of materials.

III. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

The Oneida County Agricultural and Farmland Protection Board reviewed all of the applications and parcels on an individual basis and found all of them to be in accordance with the qualifications for inclusion within an agricultural district.

IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommends that the 30 landowners and 2002.3 acres* of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

* These figures include properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties the total number of acres added is 1713.4.

PROJECT I.D. NUMBER
Open Enrollment Ag Districts
OC 2012

617.21
Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT/SPONSOR Oneida County Board of Legislators	2. PROJECT NAME Open Enrollment Applications for Oneida County
3. PROJECT LOCATION: Municipality: Several Towns throughout Oneida County County: Oneida	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Individual parcel maps have been provided to show the various properties since they are scattered throughout Oneida County.	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification	
6. DESCRIBE PROJECT BRIEFLY: The addition of several properties to various Agricultural Districts throughout Oneida County as a result of the Open Enrollment Period for Oneida County.	
7. AMOUNT OF LAND AFFECTED: Initially _____ Ultimately 2002.3 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit/approval: New York State Department of Agriculture and Markets.	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit/approval: The properties will be included in previously created agricultural districts, which have been certified by the New York State Department of Agriculture and Markets.	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Application/sponsor Name: <u>John R. Kent, Jr., Commissioner, Oneida County Department of Planning</u> Date: <u>6/13/12</u>	
Signature: <u>John R. Kent Jr.</u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II – ENVIRONMENTAL ASSESSMENT (To be completed by Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTION IN 6NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, If legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: Yes. Potential effect to air quality caused by odor, effects to surface or groundwater caused by farming practices, and erosion if livestock permitted direct access to stream banks. (See attached Determination of Significance)

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain Briefly:
 No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
 No. (See attached Determination of Significance)

C6. Long term, short term, cumulative, or other effects not identified in C1-5? Explain briefly:
 No.

C7. Other impacts (including changes in use of either quantify or type of energy)? Explain briefly:
 No.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?
 Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No

PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probably of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the **FULL EAF** and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impact **AND** provide on attachments as necessary, the reasons supporting this determination:

Oneida County Board of Legislators
 Name of Lead Agency

 Gerald J. Fiorini
 Print or Type Name of Responsible Officer in Lead Agency

 Chairman
 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

John R. Kent, Jr.
 Signature of Prepared (If different from responsible officer)

613/12
 Date

617.21
Appendix C
State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

Part III - Determination of Significance

Re: Open Enrollment Properties for Oneida County 2012

The following paragraphs include responses to questions C1 through C5 of Part II of the Environmental Assessment Form.

- C1) While the attached Environmental Assessment - Part II, C1 notes a potential adverse effect caused by the agricultural activity with regard to odor, surface and groundwater quality, and erosion, the effect is not considered substantial, large or otherwise significant. The area is predominantly agricultural with scattered rural residences and woodland. Additionally, the duration and reversibility of any such potential impact is highly controllable through the implementation of Agricultural Best Management Practices, which will also further reduce the likelihood of the adverse effects occurring.
- C2) With regard to aesthetic, agricultural resources and community character discussed in Part II, C2, the proposed agricultural use will have no adverse effects and may, in fact, have beneficial effects by encouraging the continuation of existing land uses as agriculture and open space. (See the discussion of C4 and C5 below)
- C3) With regard to vegetation and wildlife habitat discussed in Part II, C3, the agricultural uses of lands may have a beneficial effect in creating wildlife habitat and, in some cases of crop production, providing a source of food supply for wildlife.
- C4) Regarding potential impacts to a community's existing plans or land use goals discussed in Part II, C4, the addition of the 2002.3 acres will not be in conflict with any community's existing plans or land use goals.
- C5) Regarding potential adverse impacts associated with topics discussed within Part II, C5, including: growth, subsequent development, or related activities induced by the proposed action, the continuation of land as agriculture and open space, in combination with the intent of the NYS Agricultural and Markets Law, will further control growth and development in most municipalities within Oneida County.

617.12
Appendix F
State Environmental; Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number Open Enrollment of Ag Districts OC 2012

Date 6/13/12

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Oneida County Board of Legislators, as lead agency, has determined that the proposed action described below will not have significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Open Enrollment Additions to Existing Agricultural Districts within Oneida County

SEQR status: Type I
Unlisted

Conditional Negative Declaration: Yes
 No

Description of Action:

The addition 2002.3 acres to existing agricultural districts within Oneida County for 2012.

Location: (Include street address and the name of the municipality/county. A location map of appropriated scale is also recommended.)

Since the properties to be added are spread throughout the county, individual parcel maps are included.

Reasons Supporting This Determination:

(See 617.6(g) for requirements of this determination: see 617.6(h) for Conditional Negative Declaration)

If Conditional Negative Declaration, Provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person:

Address:

Telephone Number:

For Type I Actions and Conditioned Negative Declarations, a Copy of this Notice Sent to:

Commissioner, Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233-0001

Appropriate Regional Office of the Department of Environmental Conservation

Office of the Chief Executive Officer of the political subdivision in which the action will be principally located.

Applicant (if any)






Other involved agencies (if any)

ONEIDA COUNTY AGRICULTURAL DISTRICTS OPEN ENROLLMENT 2012

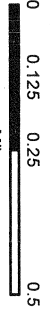
<u>PIN</u>	<u>OWNER</u>	<u>MUNICIPALITY</u>	<u>DISTRICT</u>	<u>ACRES</u>
157.000-1-2.1	Anken, Frederick	Steuben	3	132.5
176.000-3-1	Anken, Frederick	Steuben	3	70.6
176.000-3-1	Anken, Frederick	Steuben	3	30.8
33.000-1-28	Boek, Robert	Boonville	3	88.6
33.000-1-30.6	Boek, Robert	Boonville	3	9.9
254.000-1-24.4	Brabant Realty, LLC	Verona	4	4.7
254.000-1-24.5	Brabant Realty, LLC	Verona	4	131.0
256.000-1-19.1	Brabant Realty, LLC	Rome	2	7.6
289.000-1-8.1	Chittum, Bennett H. & Ericka H.	Westmoreland	5	35.6
367.000-1-65.7	Duh, Joseph & Carmela	Paris	6	5.6
367.000-1-65.10	Duh, Joseph & Carmela	Paris	6	16.0
344.000-1-16.3	Eastman, Christopher & Elizabeth	Vernon	4	0.9
334.004-2-33.2	Eastman, Christopher & Elizabeth	Vernon	4	14.5
47.000-1-6.1	Fay, Shawn	Boonville	3	50.9
196.000-1-27.1	Gagen, Gregory	Vienna	1	10.3
193.000-1-10.12	Gates, Stuart & Geraldine	Trenton	7	3.2
19.000-1-9	Gilmore, Daniel W.	Forestport	3	2.7
19.000-1-10.1	Gilmore, Daniel W.	Forestport	3	8.8
19.000-1-10.3	Gilmore, Daniel W.	Forestport	3	2.6
340.000-4-7.1	Green, David C.	New Hartford	5	14.8
340.000-4-7.2	Green, David C.	New Hartford	5	49.8
256.000-3-45.3	Hardin, Sally	Verona	4	50.6
219.000-2-22	Herder, Jeffrey E. & Shirley B.	Vienna	1	9.6
19.000-1-8	Howard, Patrick J. & Karen A.	Forestport	3	14.5
392.000-2-7.5	Humphreys Farm Inc.	Sangerfield	6	79.1
392.014-1-1	Humphreys Farm Inc.	Sangerfield	6	28.6
272.000-1-47.3	Lawrence, Donald	Westmoreland	5	5.4
272.000-1-47.3	Lawrence, Donald	Westmoreland	5	48.2
272.000-1-47.4	Lawrence, Donald	Westmoreland	5	9.5
357.000-2-33	Lewis, James & Michael	Paris	6	1.2
357.000-2-33	Lewis, James & Michael	Paris	6	0.6
334.000-1-48.2	Peters, John E.	Vernon	4	21.7
334.004-2-13	Peters, John E.	Vernon	4	4.6
334.004-2-33.1	Peters, John E.	Vernon	4	16.6
262.000-1-60.8	Poynter, Raymond Scott	Marcy	7	4.1
345.000-2-1	Richardson, Arthur & Dawn	Vernon	4	14.9
345.000-2-1	Richardson, Arthur & Dawn	Vernon	4	105.1
345.000-2-14.1	Richardson, Arthur & Dawn	Vernon	4	52.9
287.000-3-16	Richardson, Arthur & Dawn	Verona	4	52.3
287.000-1-43	Richardson, Arthur & Dawn	Westmoreland	5	37.5
287.000-1-43	Richardson, Arthur & Dawn	Westmoreland	5	31.5
68.000-2-15	Scott, Russell R. & Maureen A.	Forestport	3	11.5
256.000-3-45.1	Selby, Doug & Susan	Verona	4	24.1
15.000-1-56	Stysh, Daniel	Boonville	3	46.7
332.000-1-20.2	Suttmeier, Robert & Catherine	Vernon	4	13.7
332.000-1-20.3	Suttmeier, Robert & Catherine	Vernon	4	6.2
332.000-1-20.4	Suttmeier, Robert & Catherine	Vernon	4	35.0
332.000-1-21.3	Suttmeier, Robert & Catherine	Vernon	4	1.4



Legend

-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

Anken, Frederick
Steuben
233.9 acres

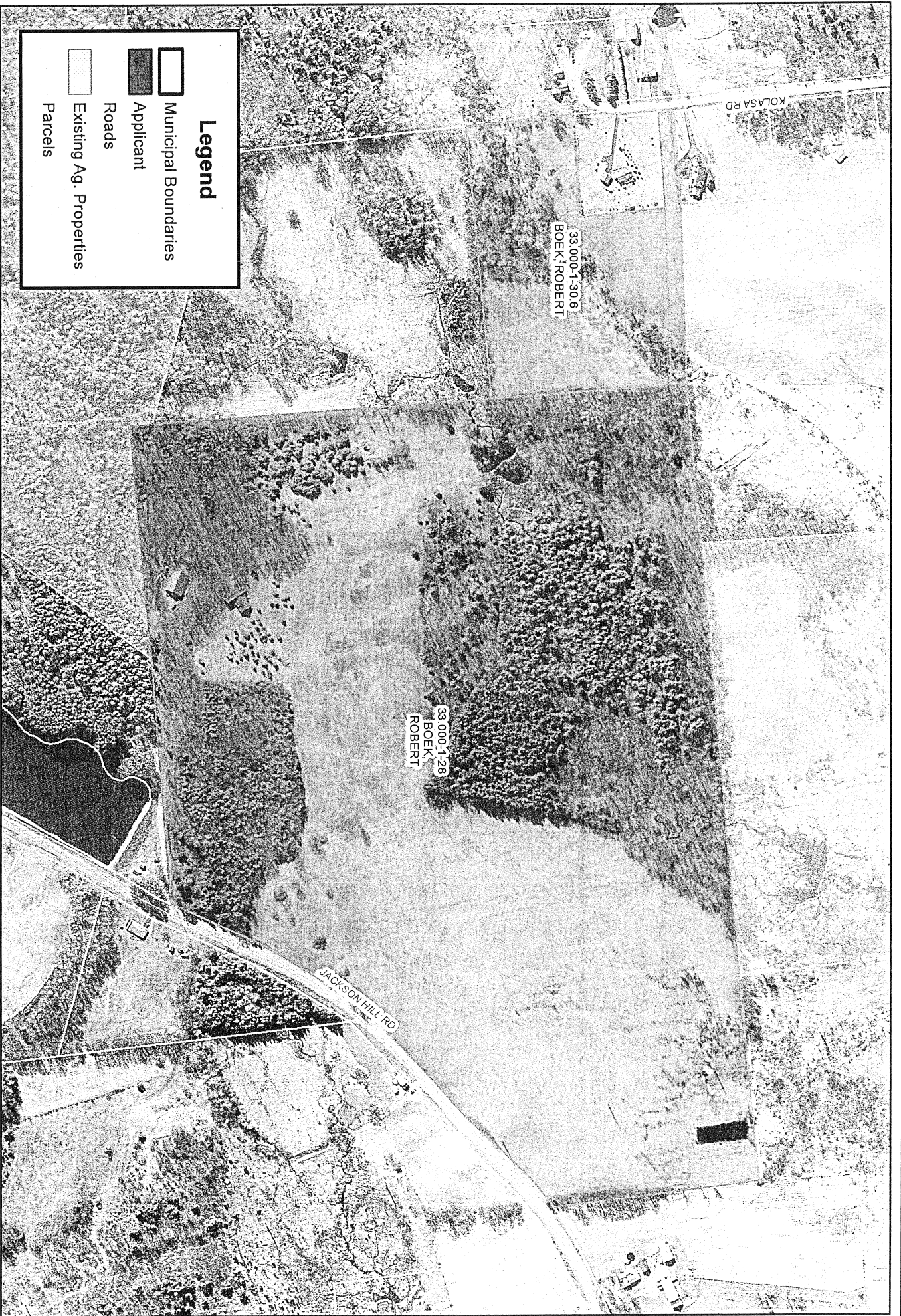


Scale: 1 inch = 1,750 feet

**Agricultural District
Open Enrollment**
Oneida County
2012



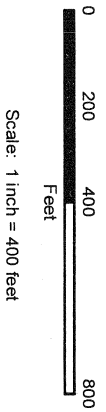
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Legend

- Municipal Boundaries
- Applicant
- Roads
- Existing Ag. Properties
- Parcels

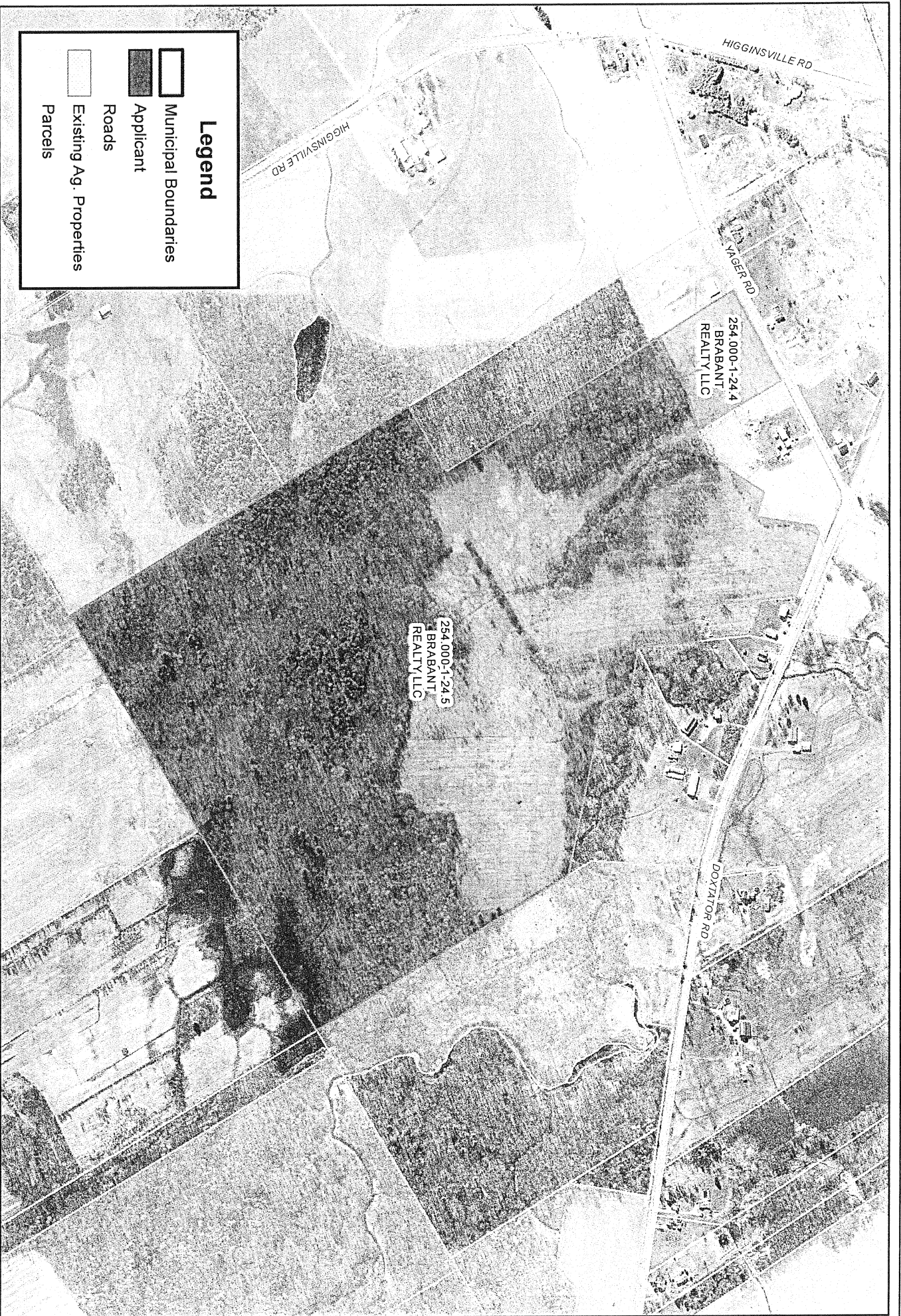
Boek, Robert
 Boonville
 98.5 acres








**Agricultural District
 Open Enrollment
 Oneida County
 2012**



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Legend

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-  Existing Ag. Properties
-  Parcels

Brabant Realty LLC

Verona

135.7 acres

Map 1



Scale: 1 inch = 600 feet

Agricultural District

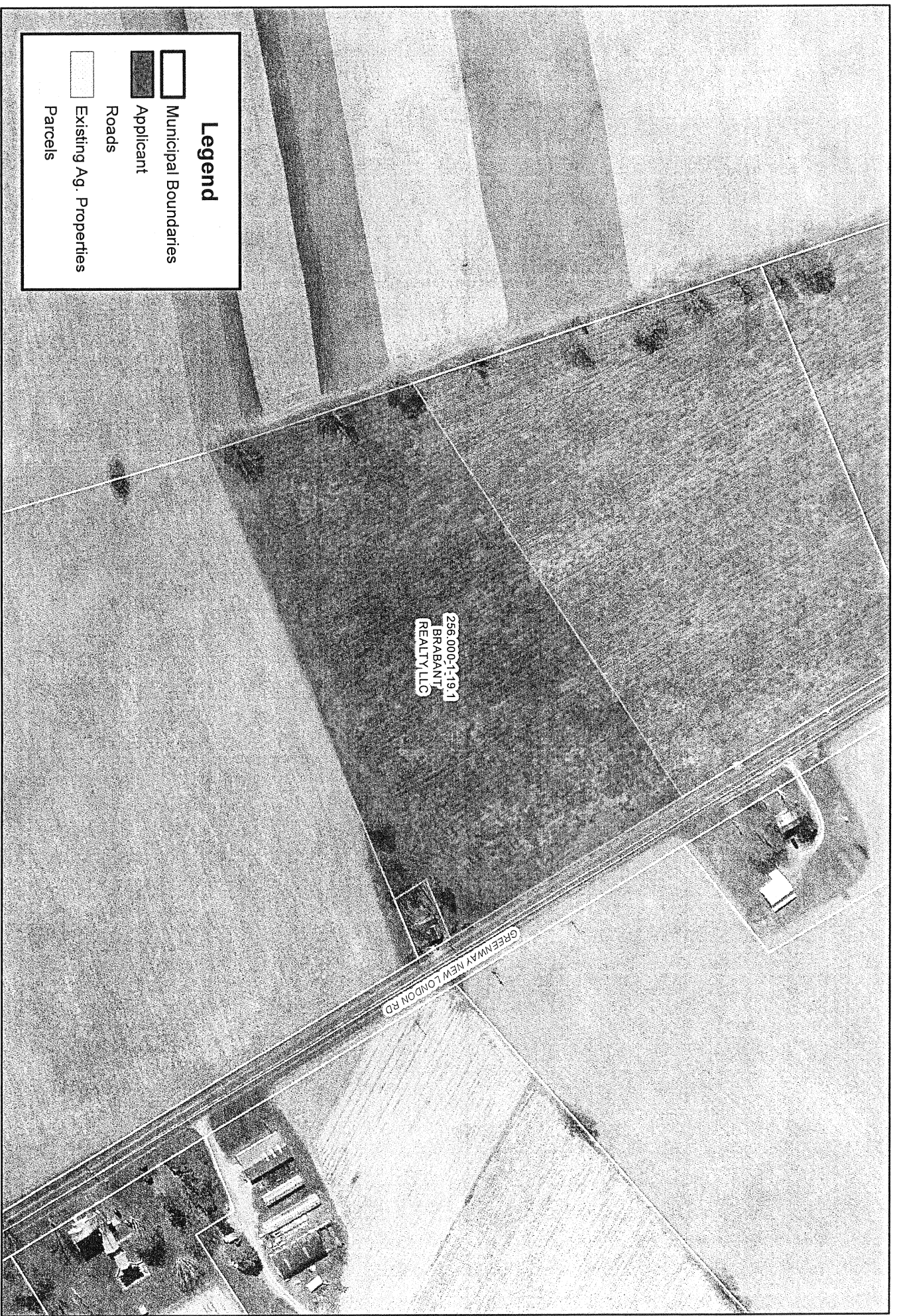
Open Enrollment

Oneida County






2012



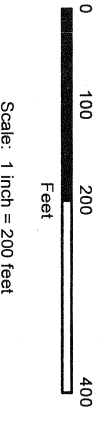
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Legend

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-  Applicant
-  Existing Ag. Properties
-  Roads
-  Parcels

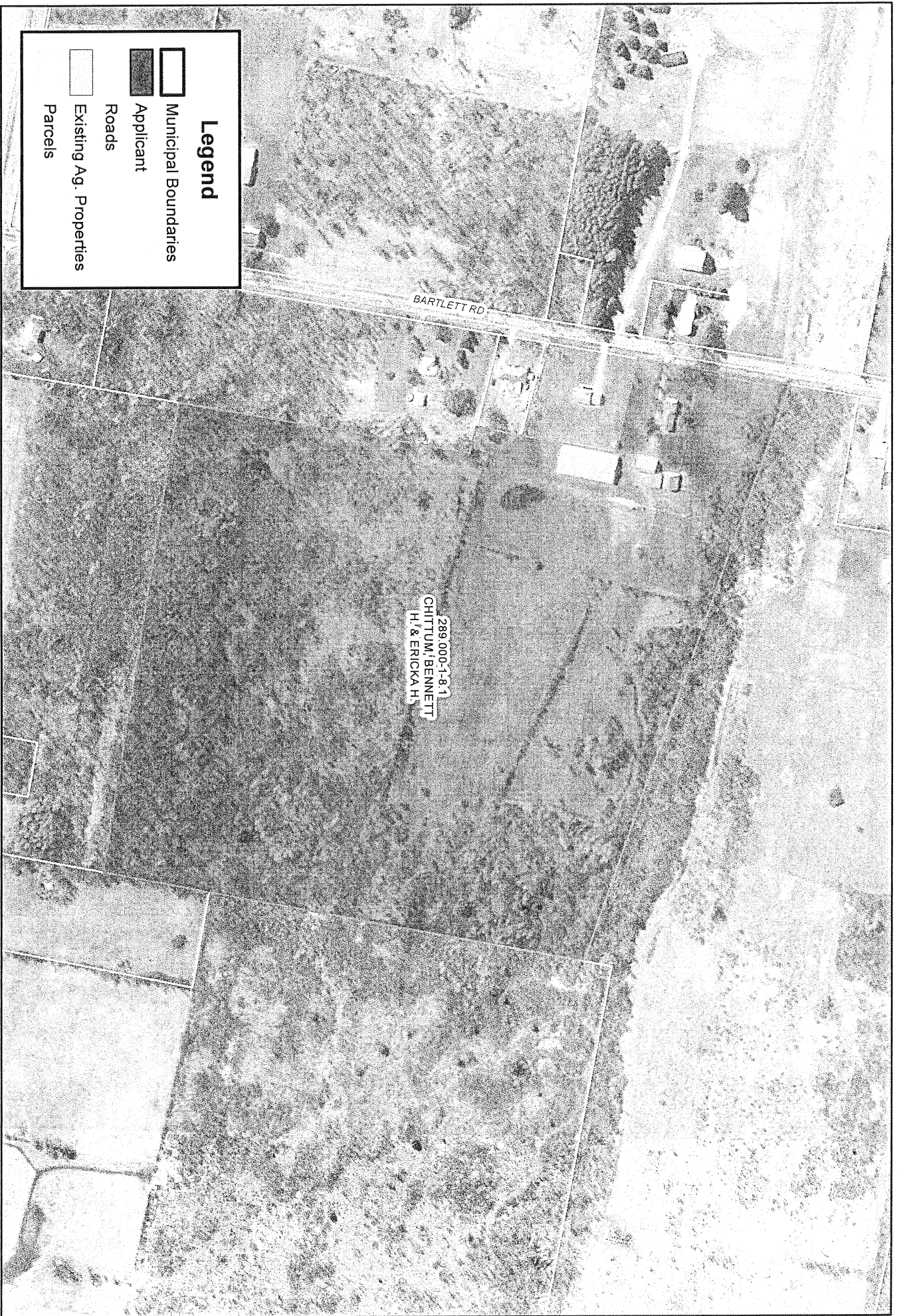
Brabant Realty LLC
 Rome
 7.6 acres
 Map 2








Agricultural District
 Open Enrollment
 Oneida County
 2012



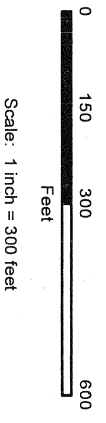
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-  Existing Ag. Properties
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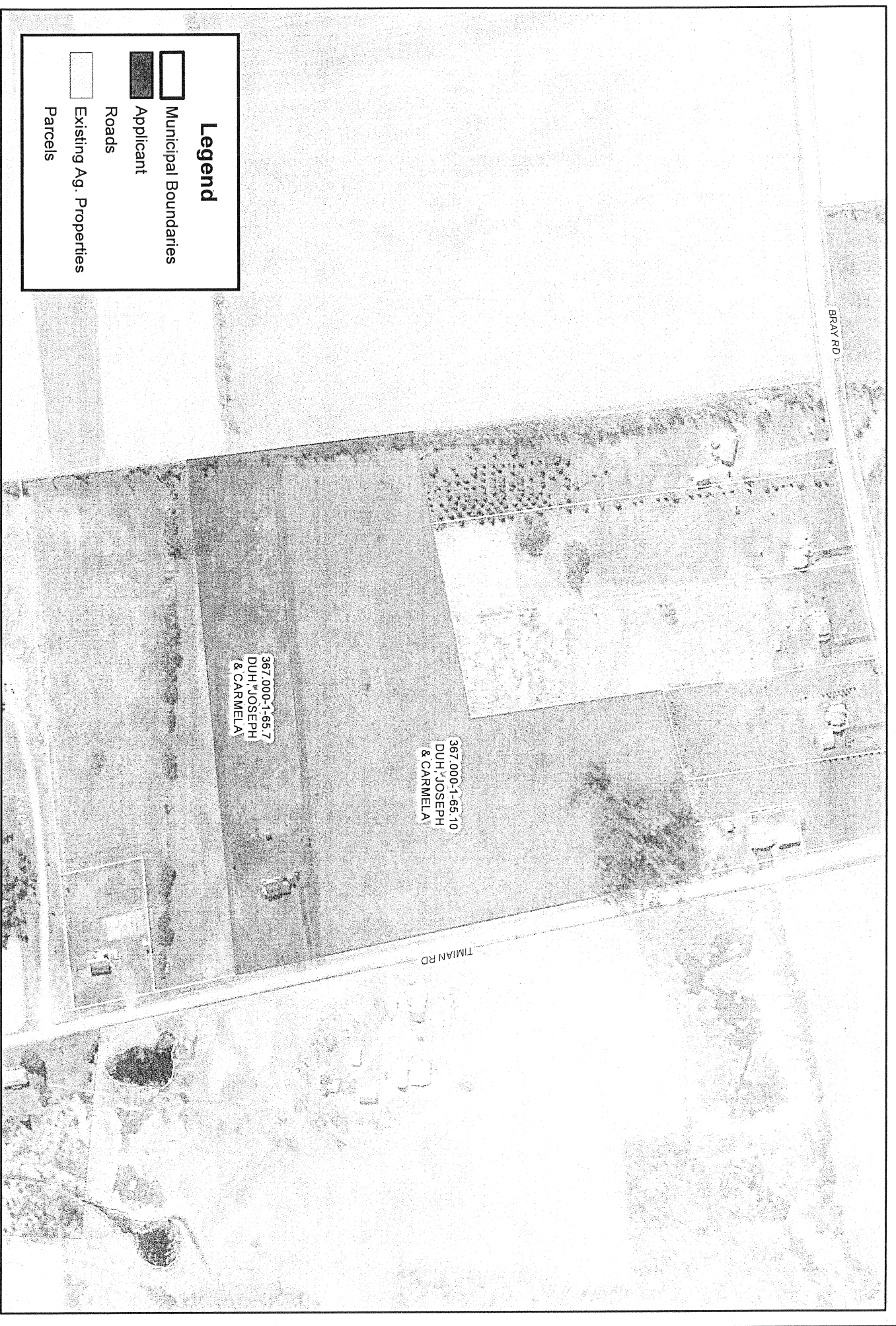
Chittum, Bennett & Ericka
Westmoreland
35.6 acres



Agricultural District
Open Enrollment
Oneida County
2012



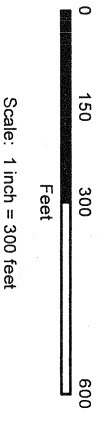
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Legend

- Municipal Boundaries
- Applicant
- Roads
- Existing Ag. Properties
- Parcels

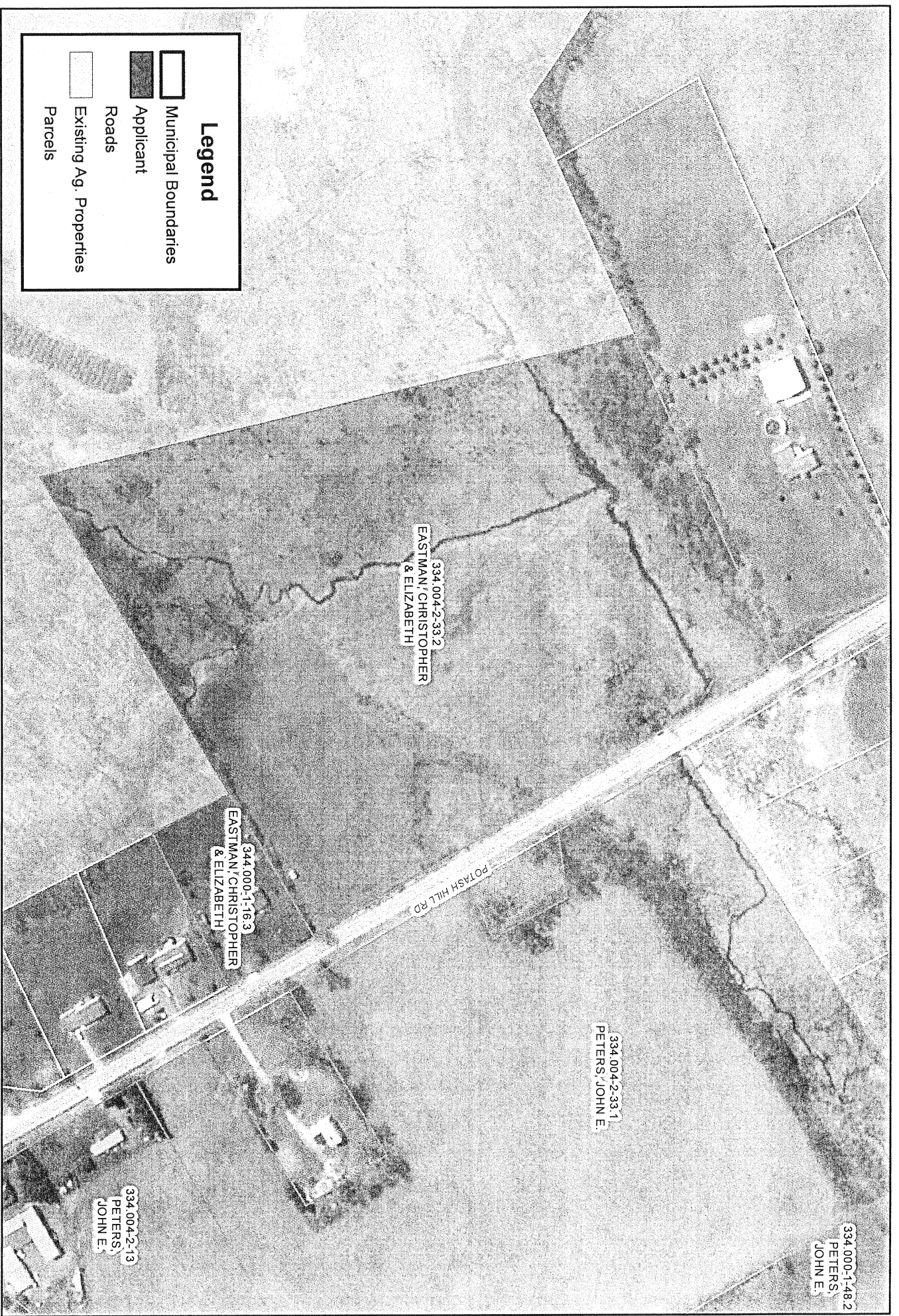
Duh, Joseph & Carmela
 Paris
 21.6 acres



Agricultural District
 Open Enrollment
 Oneida County
 2012



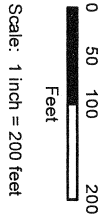
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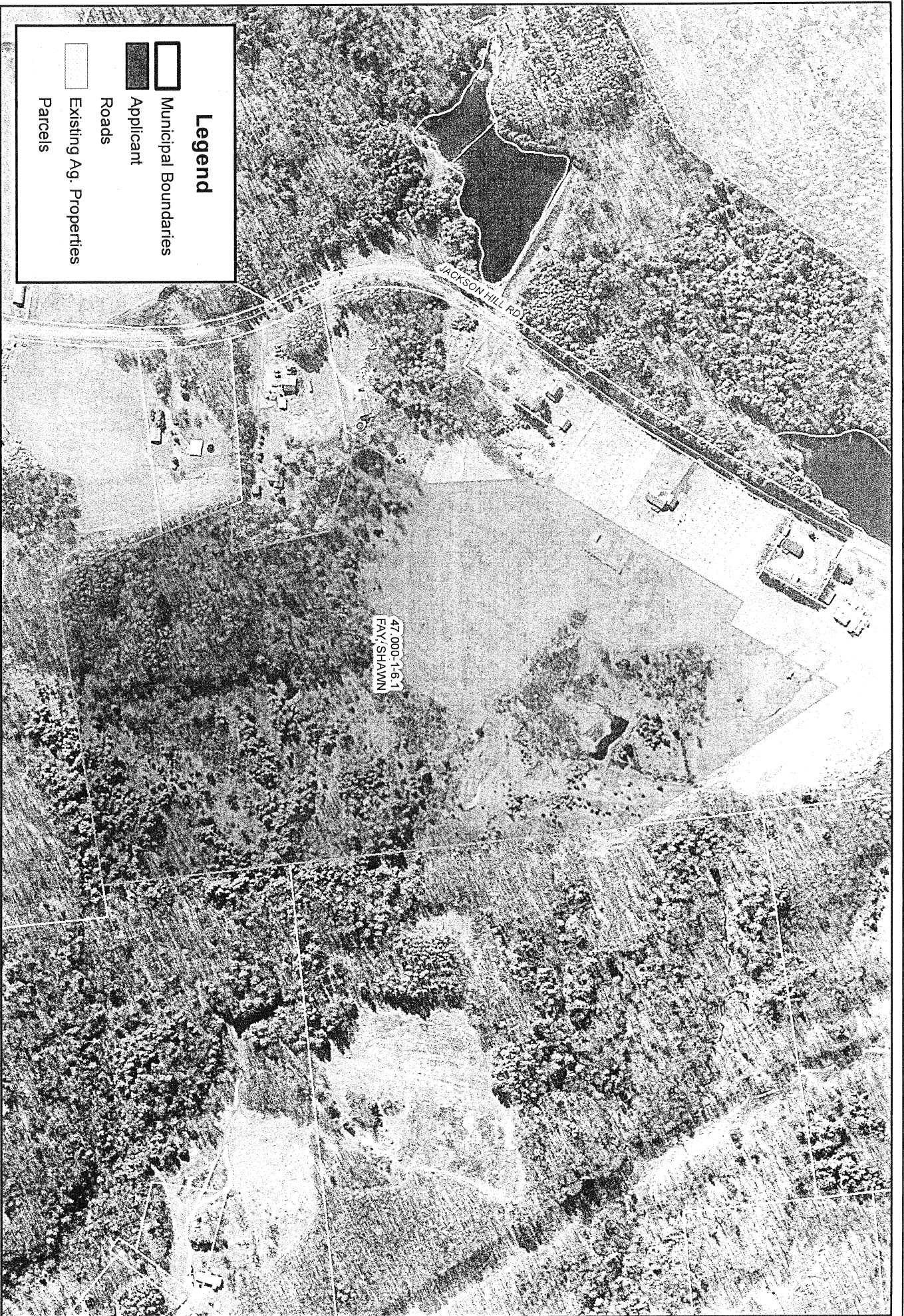
Eastman, Christopher & Elizabeth
 Vernon
 15.4 acres








Agricultural District
 Open Enrollment
 Oneida County
 2012



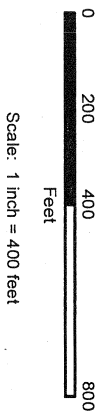
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-  Existing Ag. Properties
-  Parcels

Fay, Shawn
 Boonville
 50.9 acres



**Agricultural District
 Open Enrollment
 Oneida County
 2012**



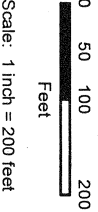
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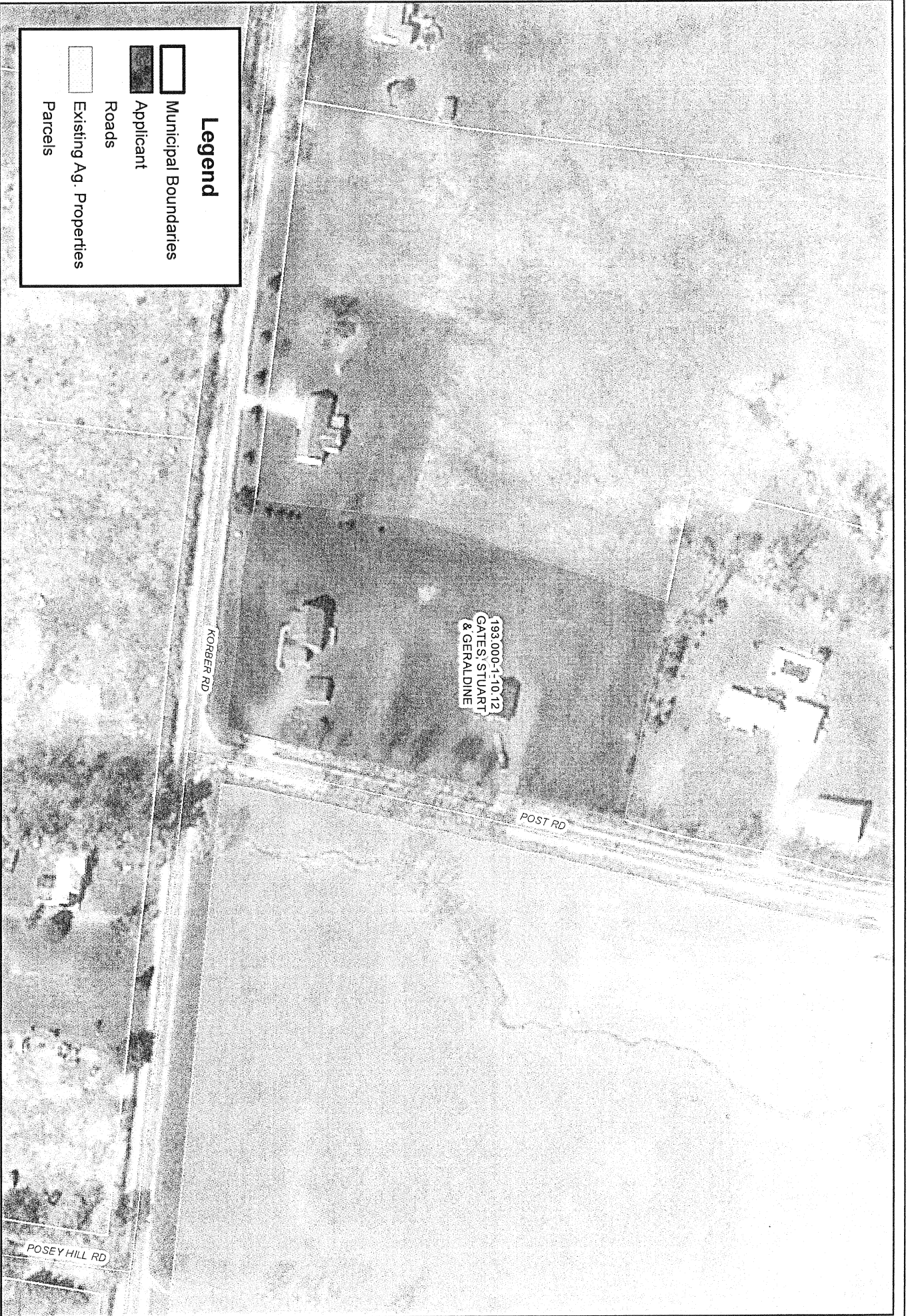
Gagen, Gregory
 Vienna
 10.3 acres



Agricultural District
 Open Enrollment
 Oneida County
 2012



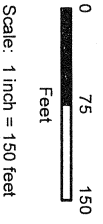
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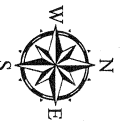
Legend

- Municipal Boundaries
- Applicant
- Roads
- Existing Ag. Properties
- Parcels

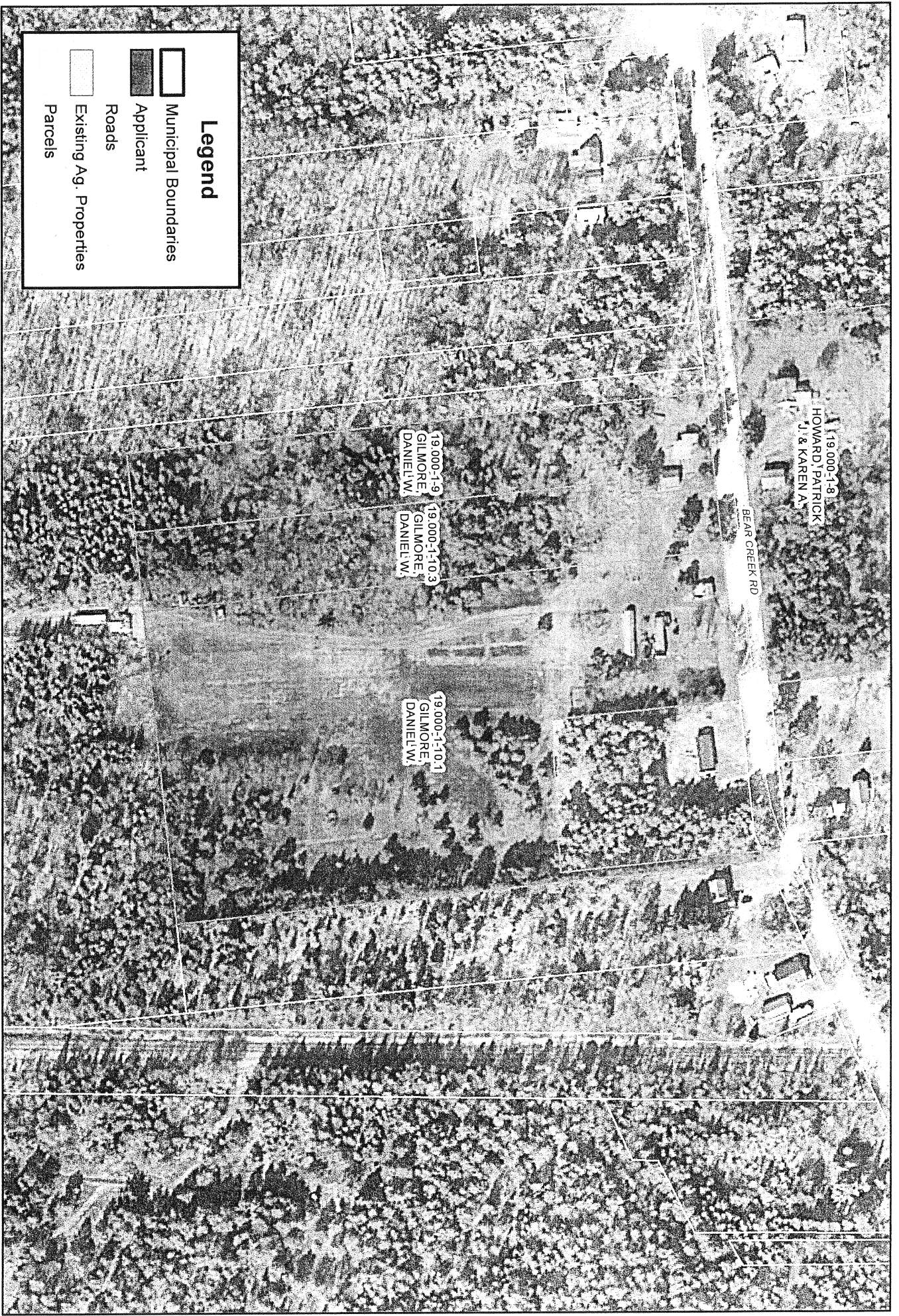
Gates, Stuart & Geraldine
 Trenton
 3.2 acres








Agricultural District
 Open Enrollment
 Oneida County
 2012



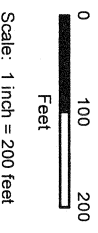
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-  Parcels

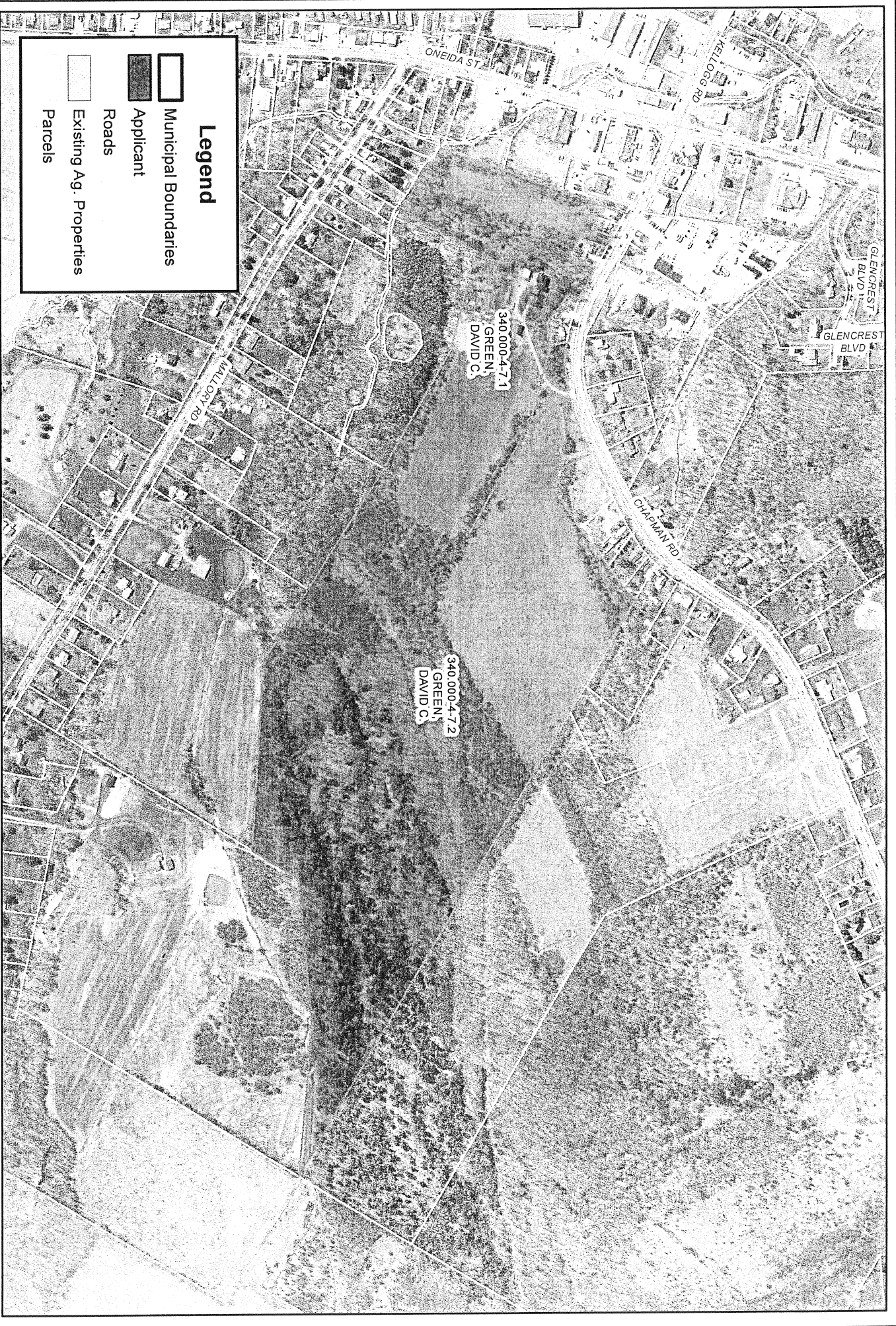
Gilmore, Daniel W.
 Forestport
 14.1 acres








Agricultural District
 Open Enrollment
 Oneida County
 2012



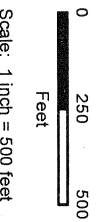
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Legend

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-  Parcels

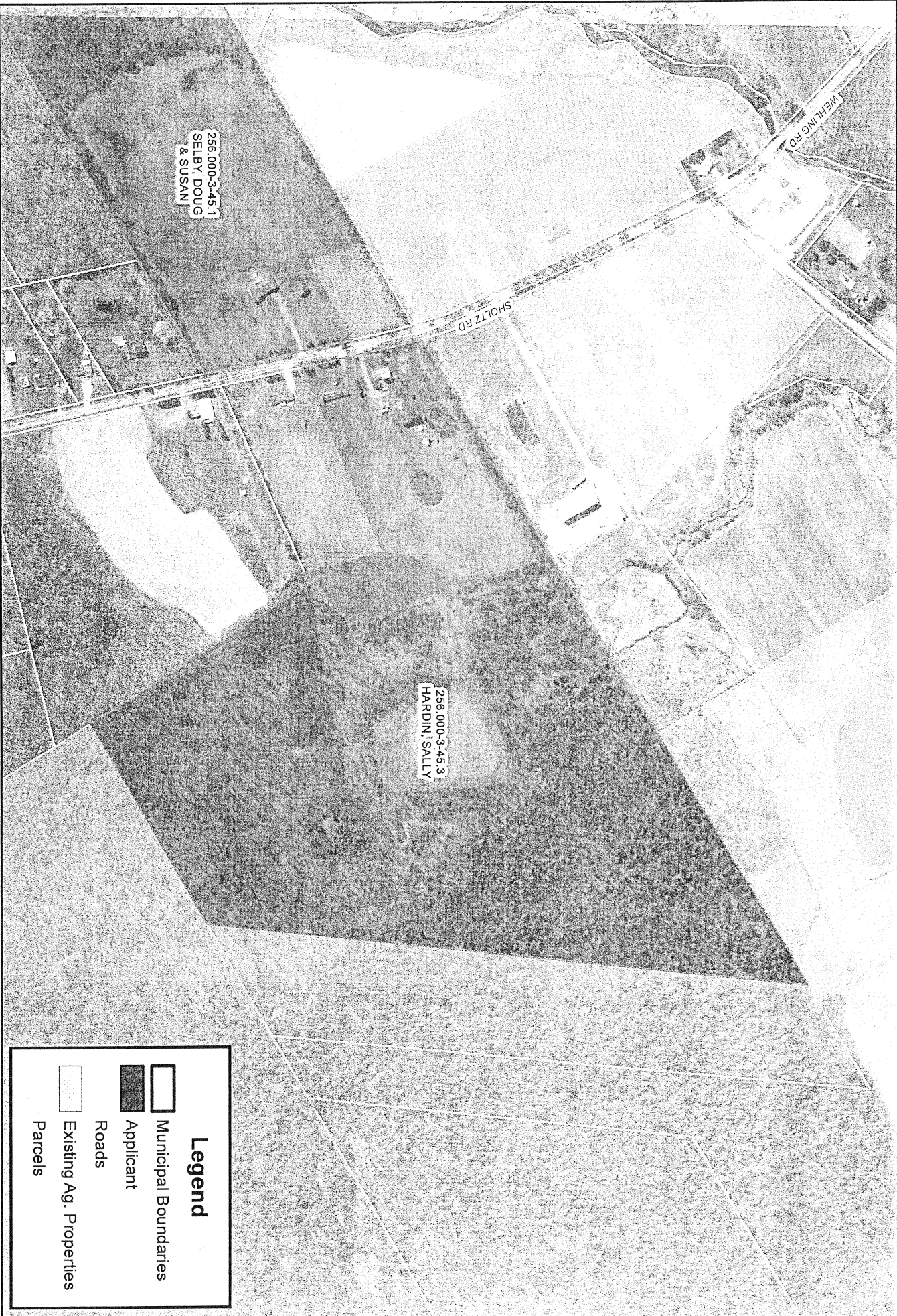
Green, David C.
 New Hartford
 64.6 acres



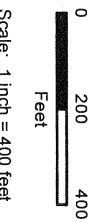
**Agricultural District
 Open Enrollment**
 Oneida County
 2012



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Hardin, Sally
 Verona
 50.6 acres



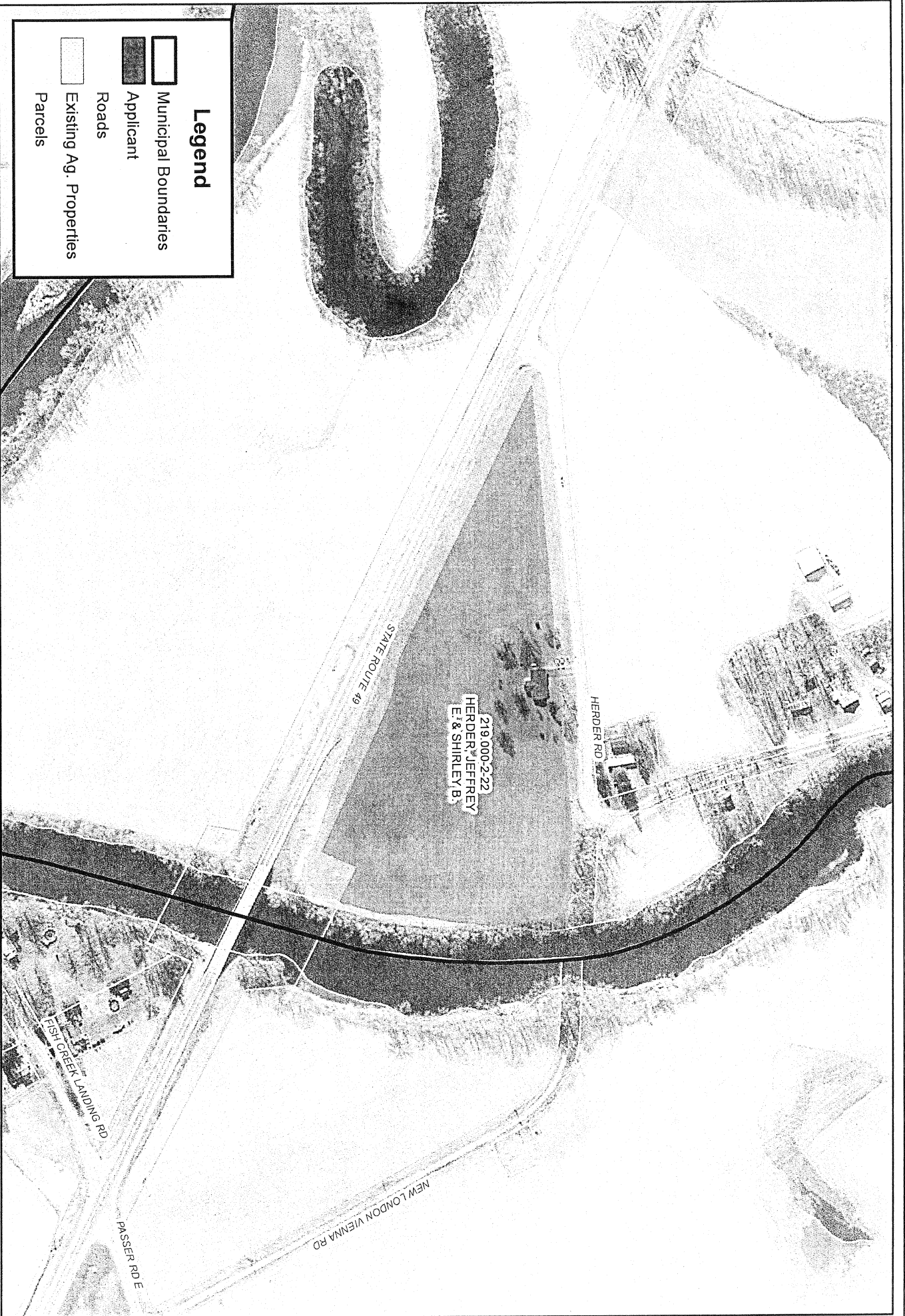
Agricultural District
 Open Enrollment
 Oneida County
 2012



Legend

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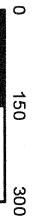
Legend

- Municipal Boundaries
- Applicant
- Roads
- Existing Ag. Properties
- Parcels

Herder, Jeffrey & Shirley

Vienna

9.6 acres



Feet

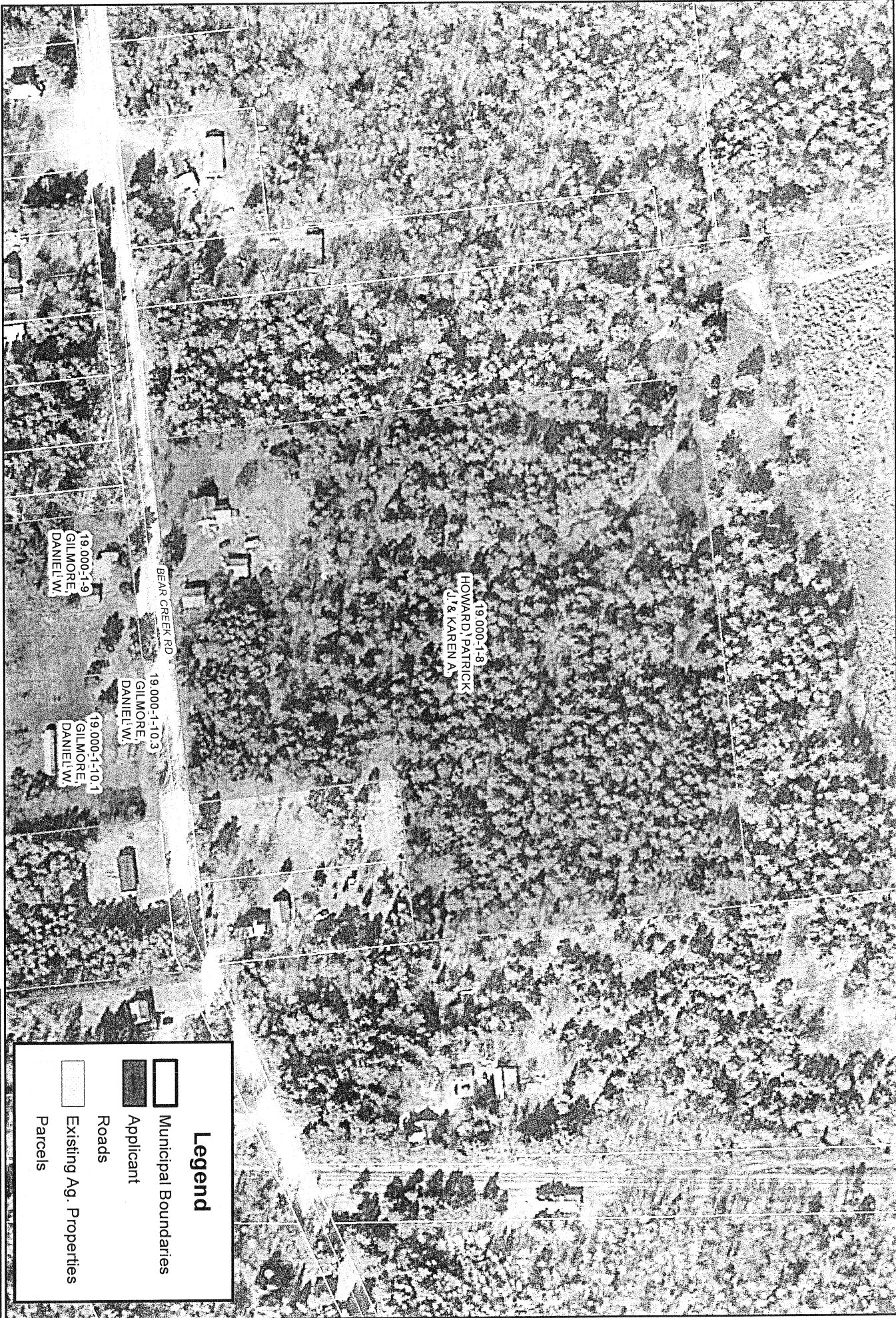
Scale: 1 inch = 300 feet

Agricultural District
Open Enrollment

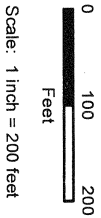
Oneida County
2012



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Howard, Patrick & Karen
 Forestport
 14.5 acres



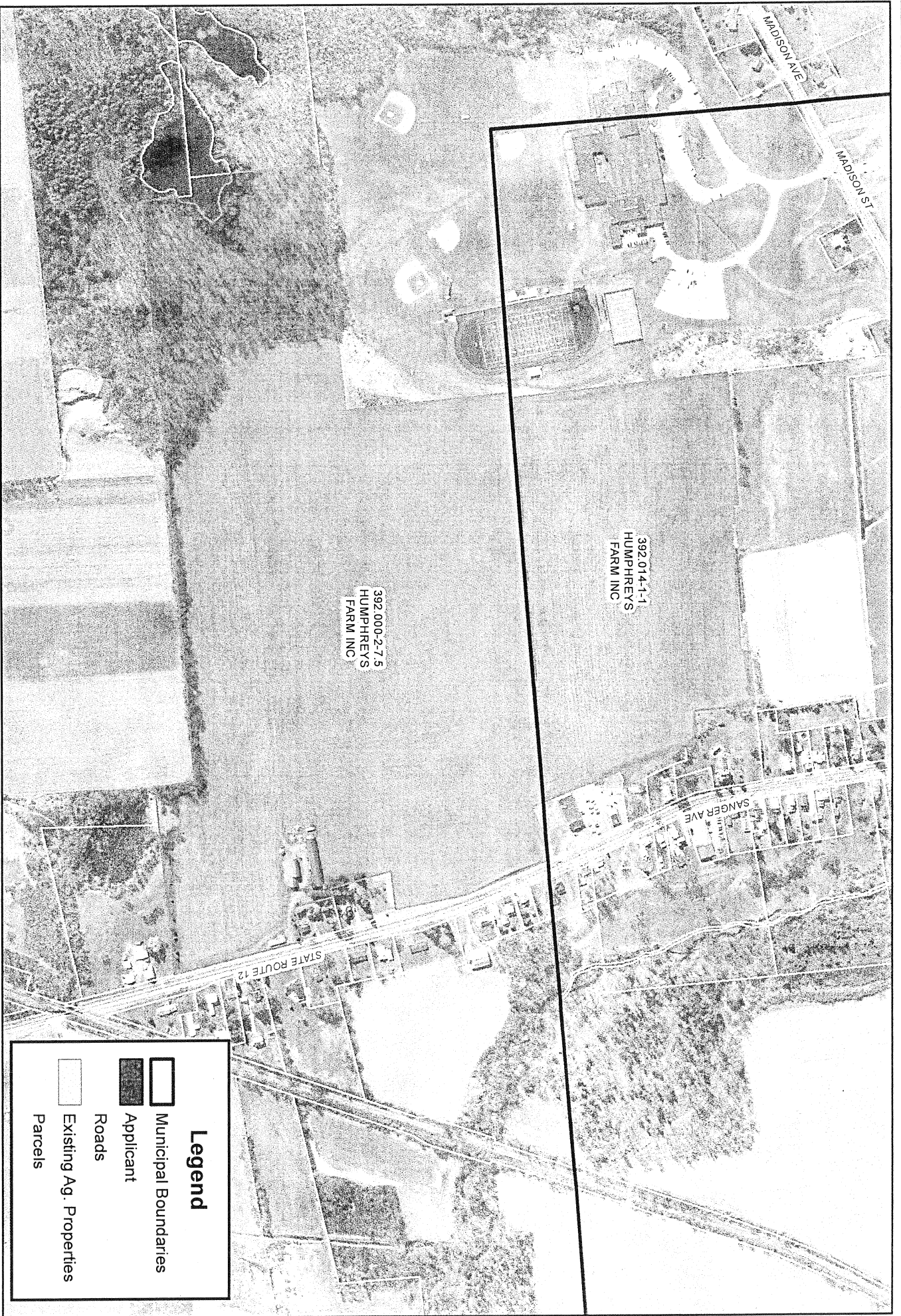
Agricultural District
 Open Enrollment
 Oneida County
 2012



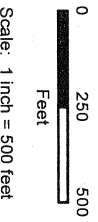
Legend

-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

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Humphrey's Farm Inc.
 Sangerfield
 107.7 acres



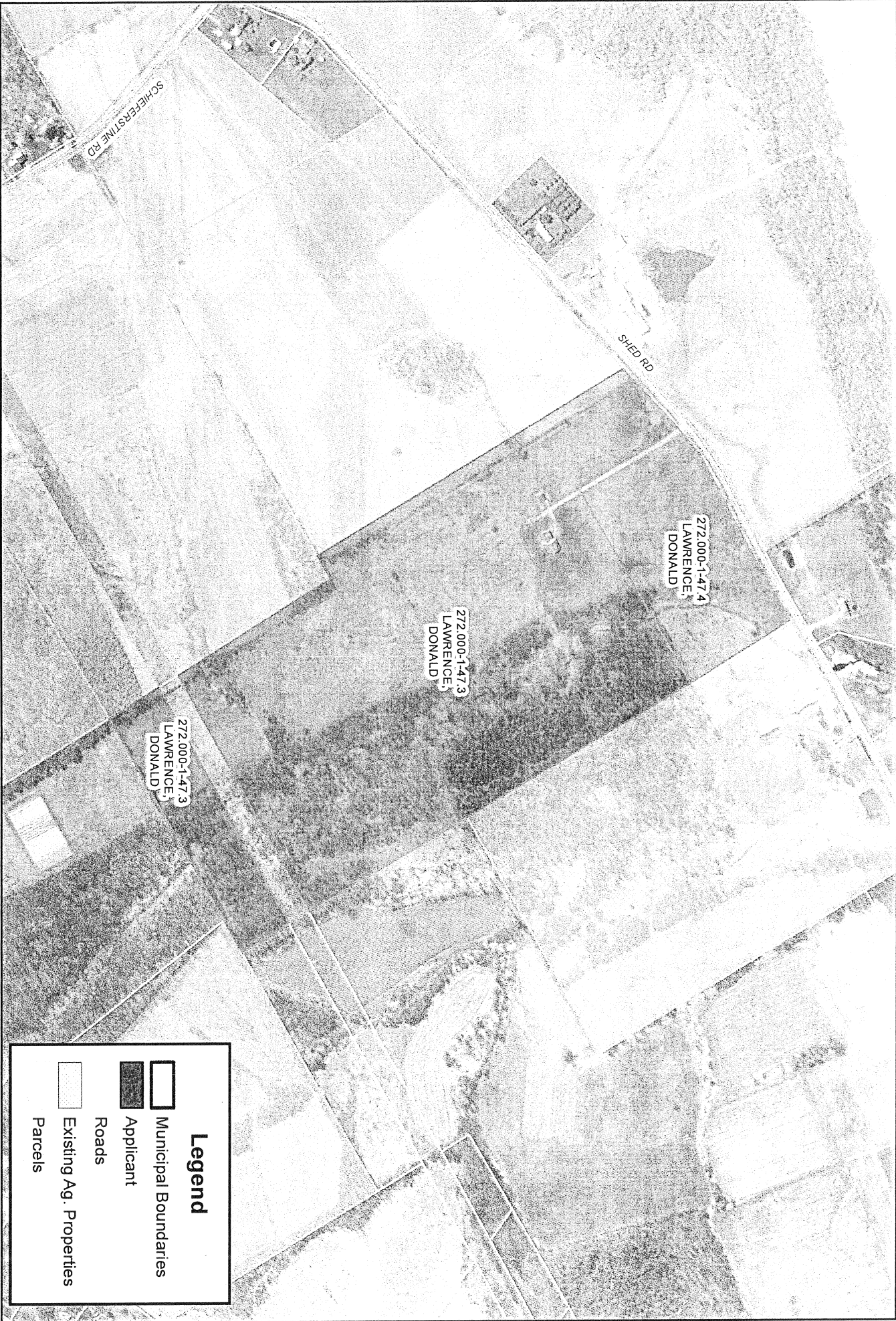
Agricultural District
 Open Enrollment
 Oneida County
 2012



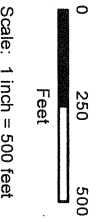
Legend

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-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

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

Lawrence, Donald
Westmoreland
63.1 acres



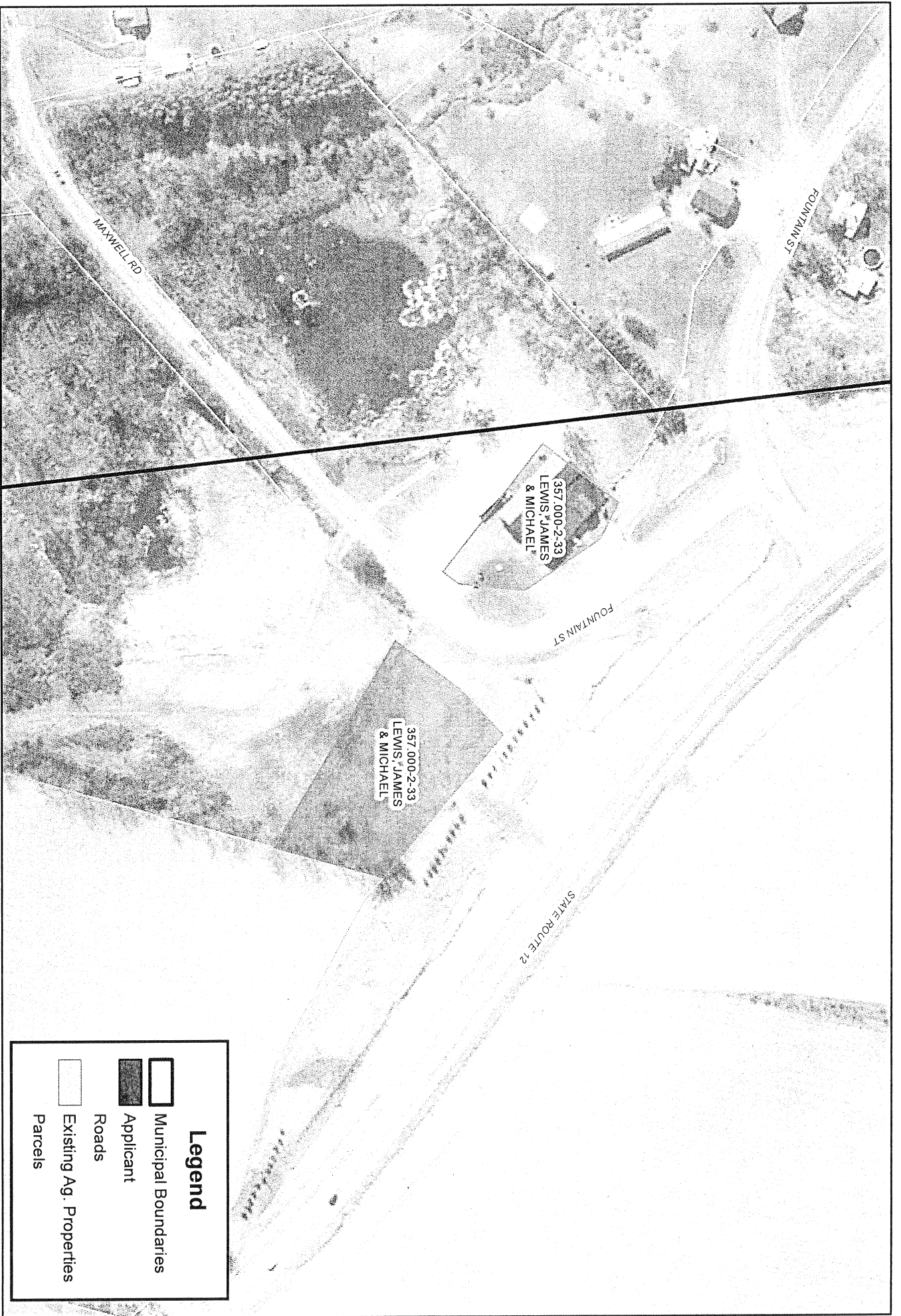
Agricultural District
Open Enrollment
Oneida County
2012



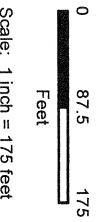
Legend

-  Municipal Boundaries
-  Applicant
-  Existing Ag. Properties
-  Roads
-  Parcels

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
Lewis, James & Michael
Paris
1.8 acres



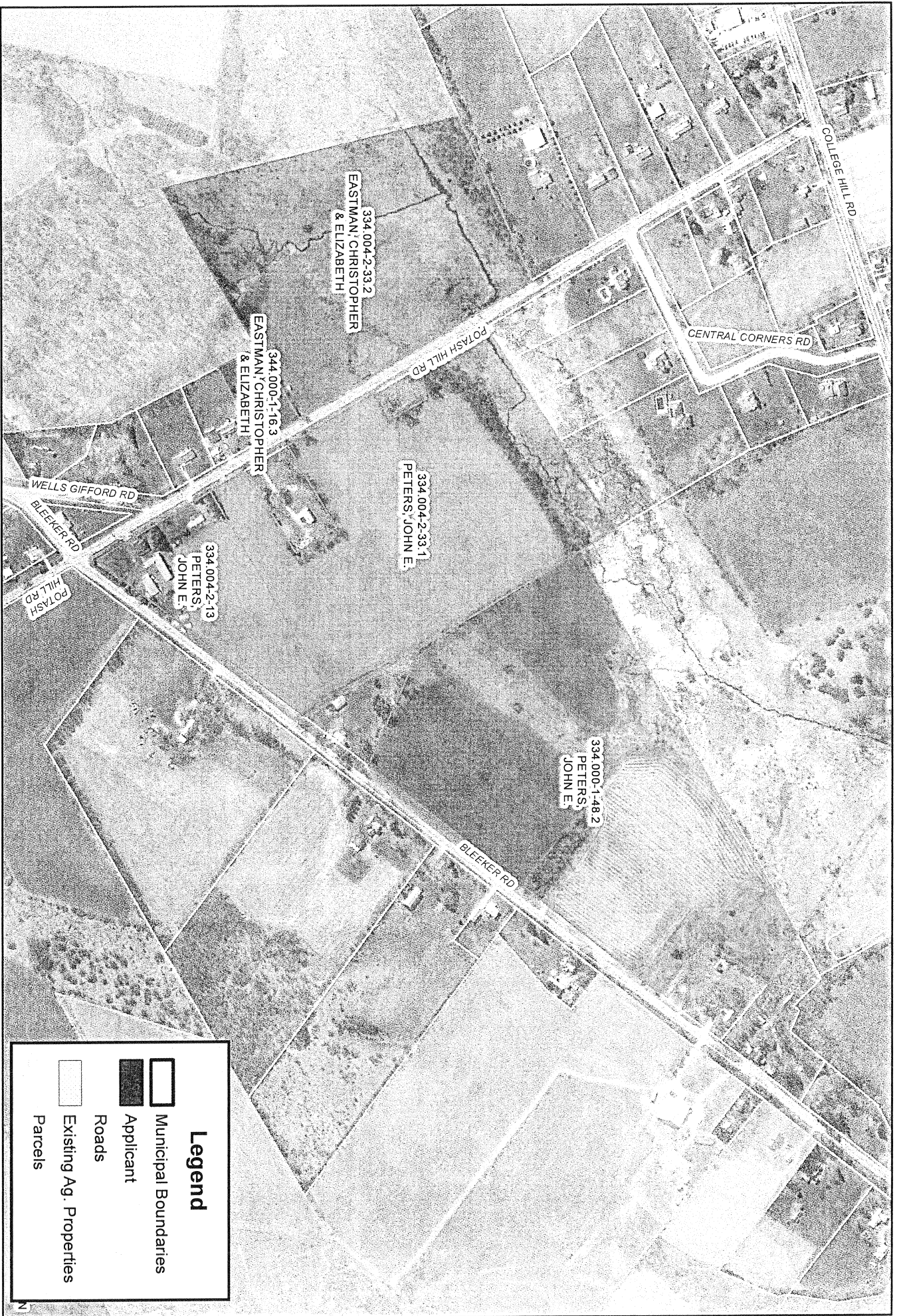
Agricultural District
Open Enrollment
Oneida County
2012



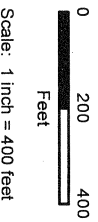
Legend

-  Municipal Boundaries
-  Applicant
-  Existing Ag. Properties
-  Roads
-  Parcels

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Peters, John E.
 Vernon
 42.9 acres



Agricultural District
 Open Enrollment
 Oneida County
 2012



Legend

-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

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BENTON RD

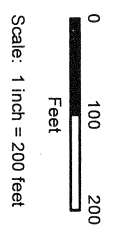
262,000-1-60,8
POYNTER,
RAYMOND SCOTT

STATE ROUTE 291








Poynter, Raymond S.
Marcy
4.1 acres

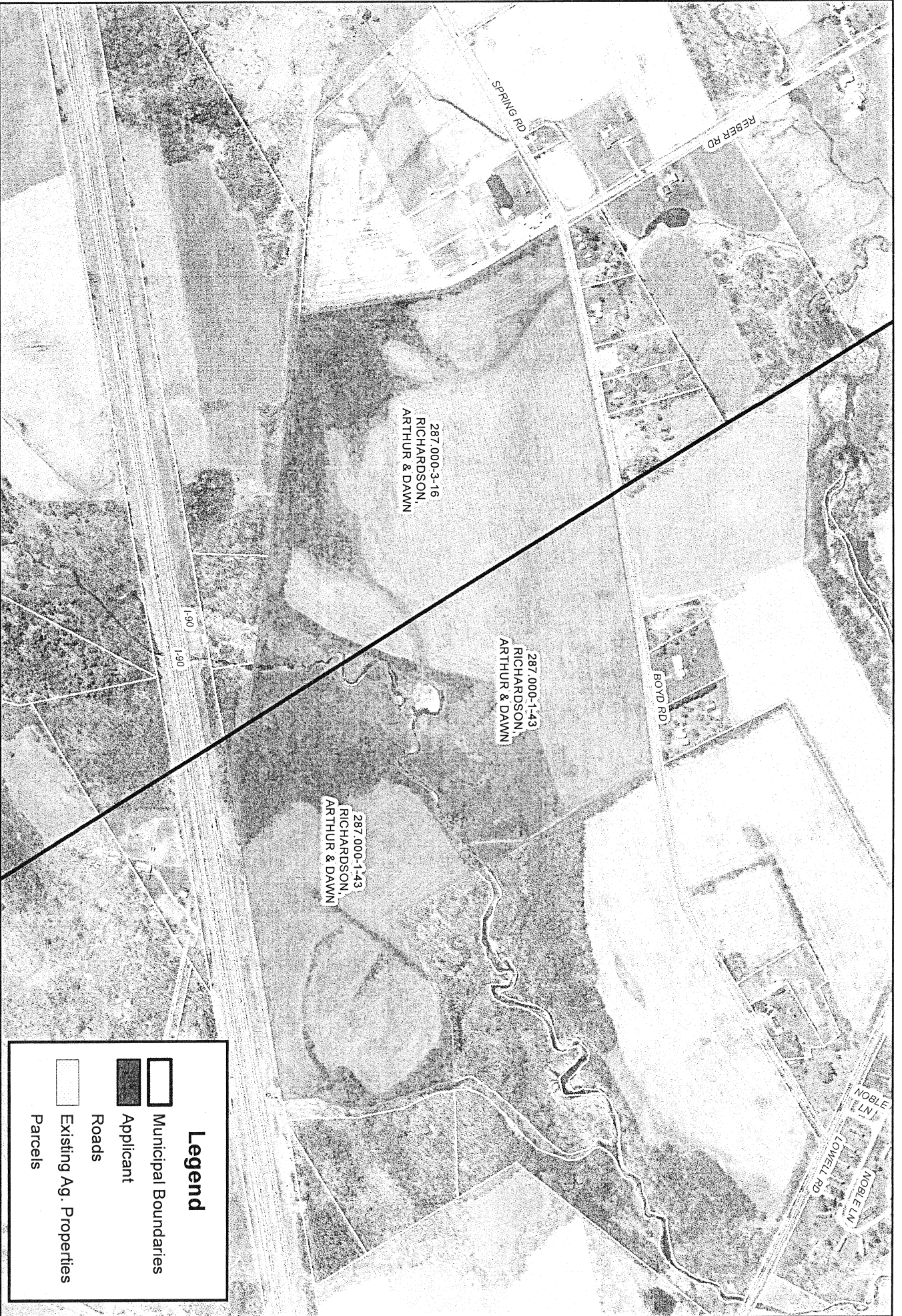
Agricultural District
Open Enrollment
Oneida County
2012



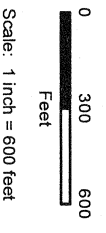
Legend

-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

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Richardson, Arthur & Dawn
 Westmoreland/Verona
 121.3 acres
 Map 1



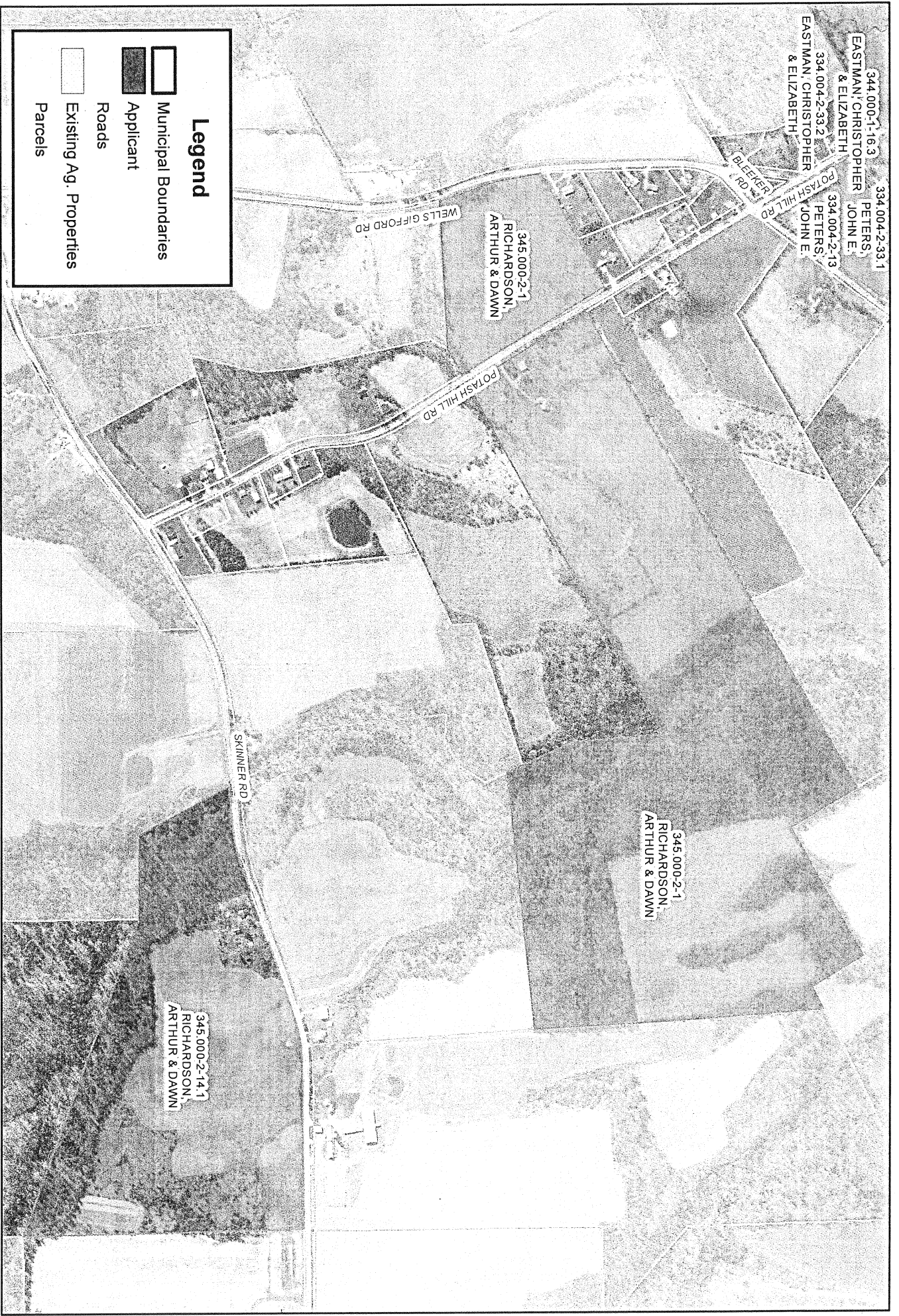
Agricultural District
 Open Enrollment
 Oneida County
 2012



Legend

-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

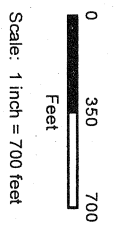
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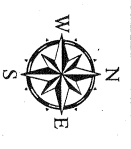
Legend

- Municipal Boundaries
- Applicant
- Roads
- Existing Ag. Properties
- Parcels

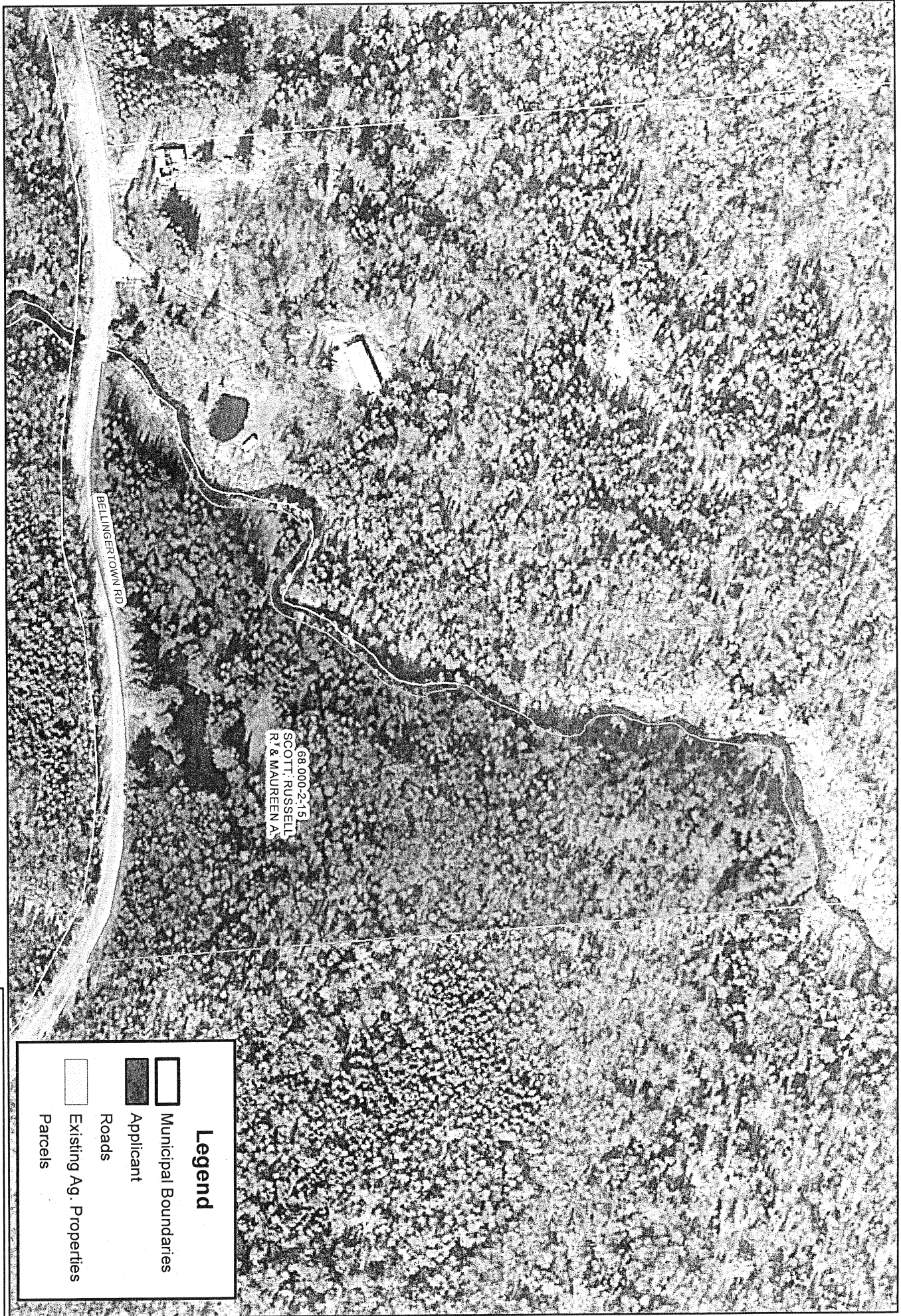
Richardson, Arthur & Dawn
 Vernon
 172.8 acres
 Map 2



Agricultural District
 Open Enrollment
 Oneida County
 2012








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68,000-2-15
SCOTT, RUSSELL
R & MAUREENA

BELLINGER TOWN RD

Legend

-  Municipal Boundaries
-  Applicant
-  Existing Ag. Properties
-  Roads
-  Parcels

Scott, Russell & Maureen
Forestport
11.5 acres

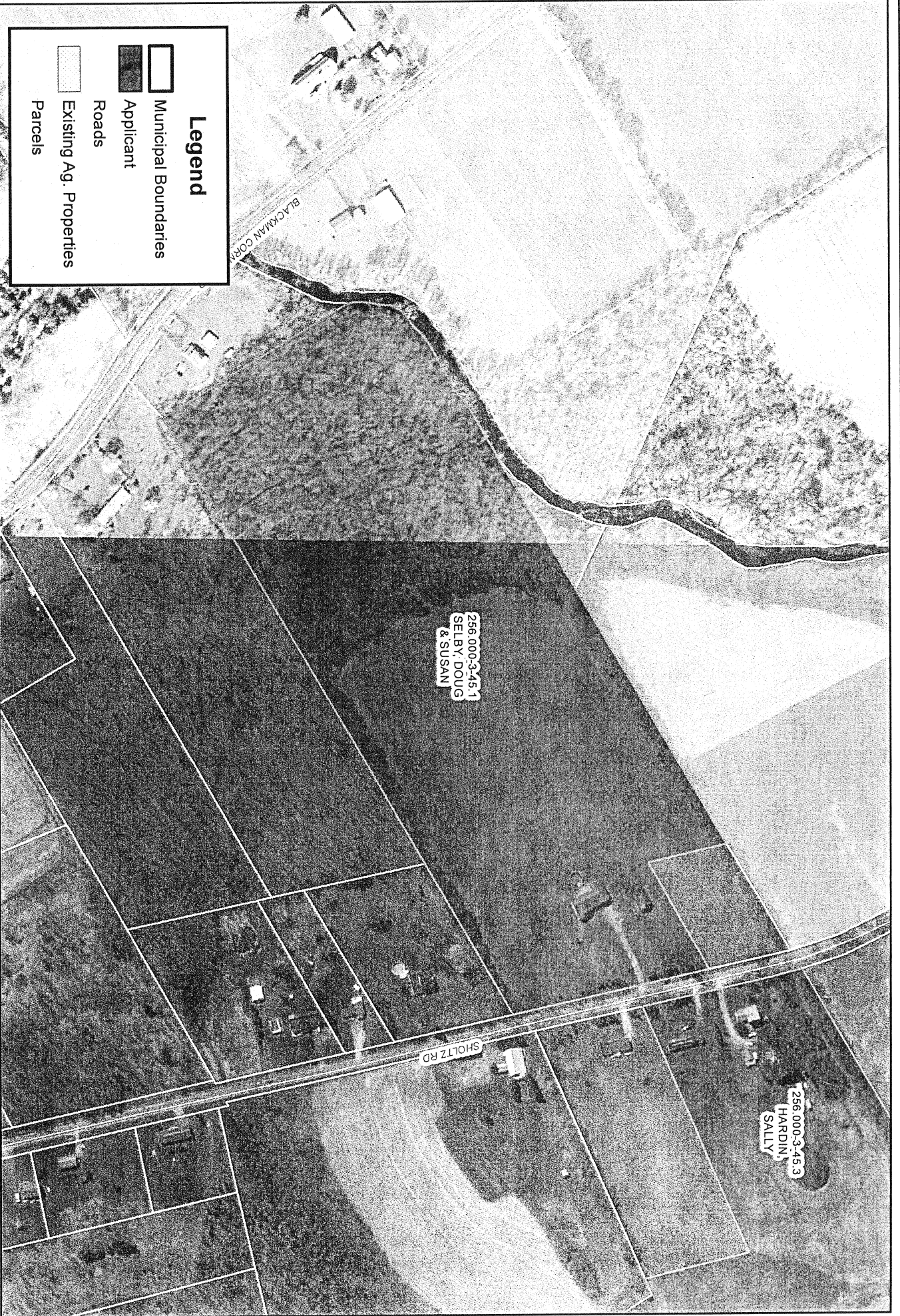


Scale: 1 inch = 200 feet

Agricultural District
Open Enrollment
Oneida County
2012



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- Legend**
- Municipal Boundaries
 - Applicant
 - Roads
 - Existing Ag. Properties
 - Parcels

Selby, Doug & Susan
 Verona
 24.1 acres



Scale: 1 inch = 300 feet

256,000-3-45-1
 SELBY, DOUG
 & SUSAN

256,000-3-45-3
 HARDIN,
 SALLY

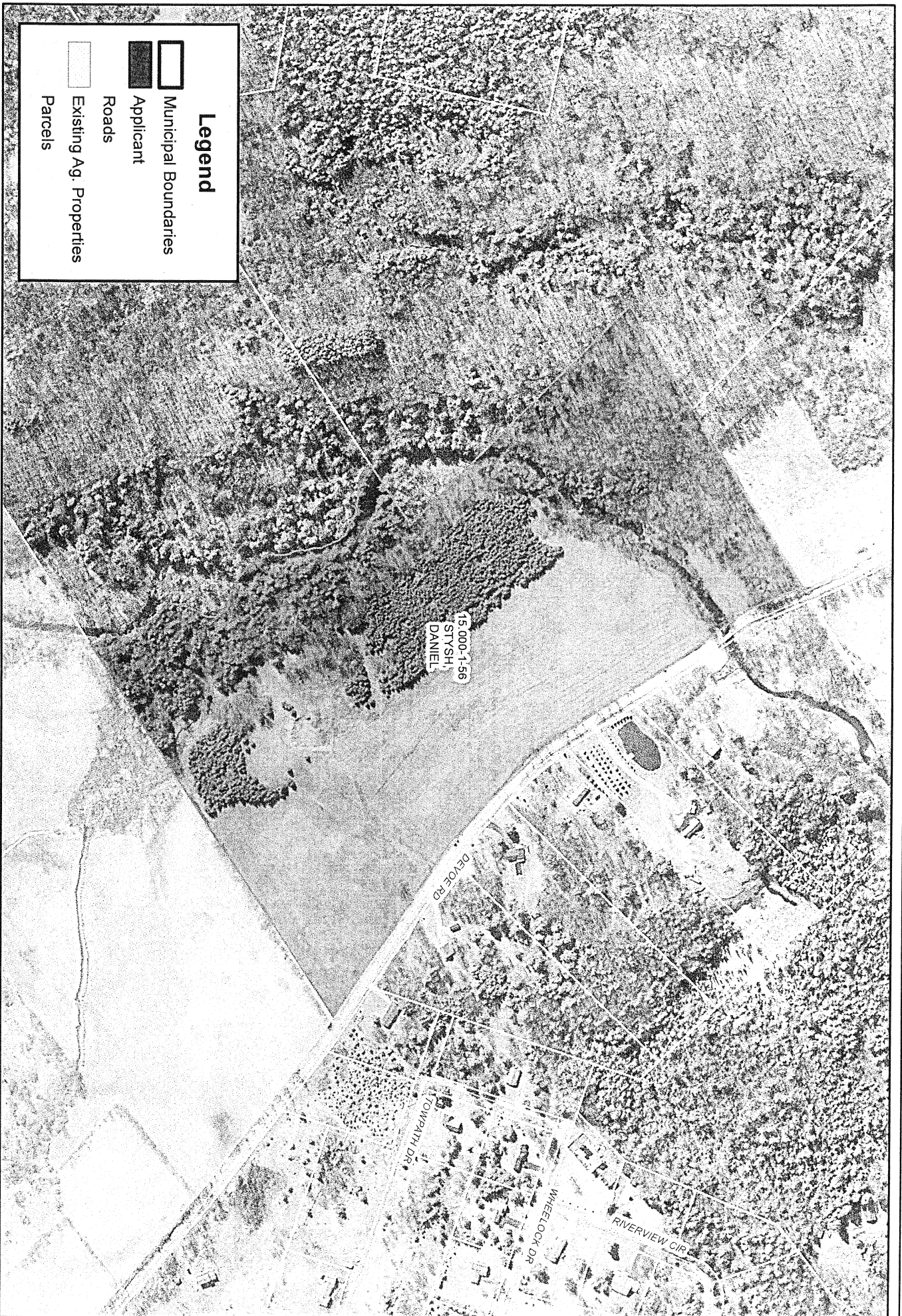
BLACKMAN CORN

SHOLTZ RD






**Agricultural District
 Open Enrollment**
 Oneida County
 2012



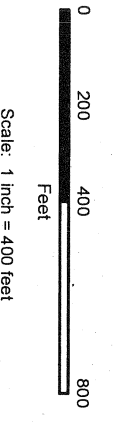
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Legend

-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

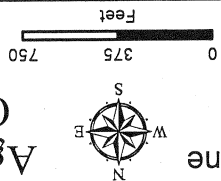
Stysh, Daniel
 Boonville
 46.7 acres



Agricultural District
 Open Enrollment
 Oneida County
 2012



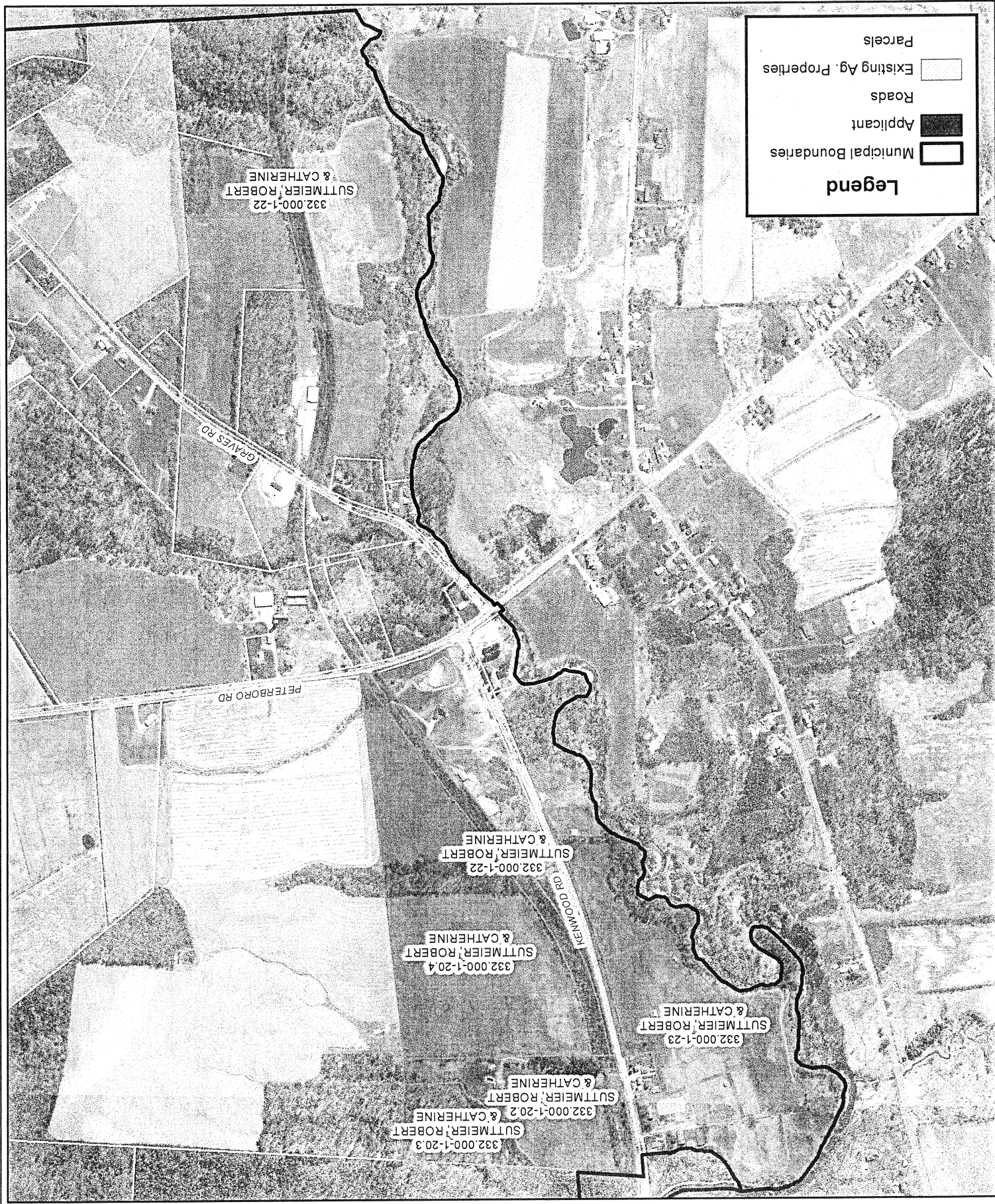
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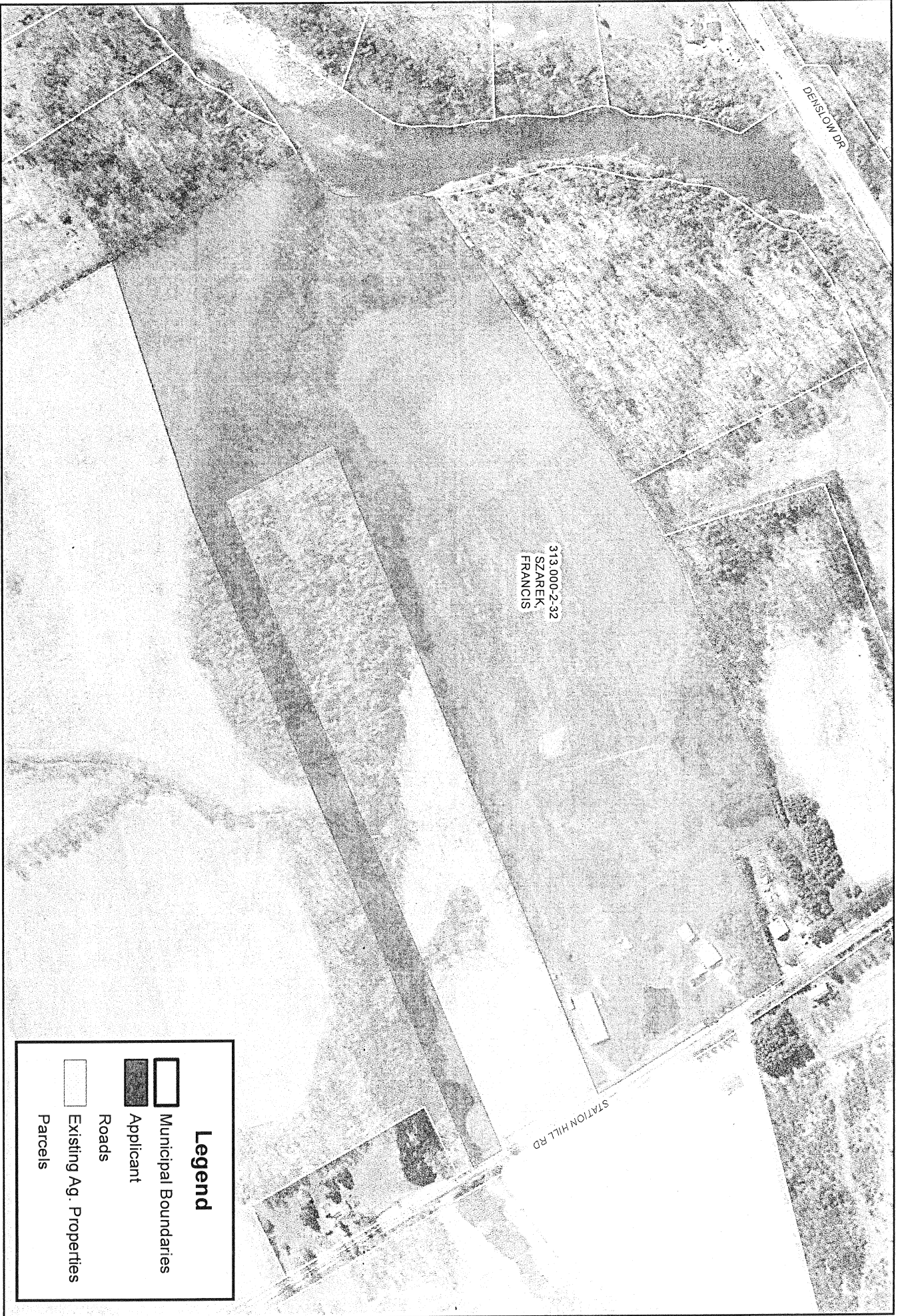


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Legend

- Municipal Boundaries
- Applicant
- Existing Ag. Properties
- Roads
- Parcels










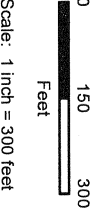
313 000-2-32
SZAREK,
FRANCIS

DENSLON DR

STATION HILL RD

Legend

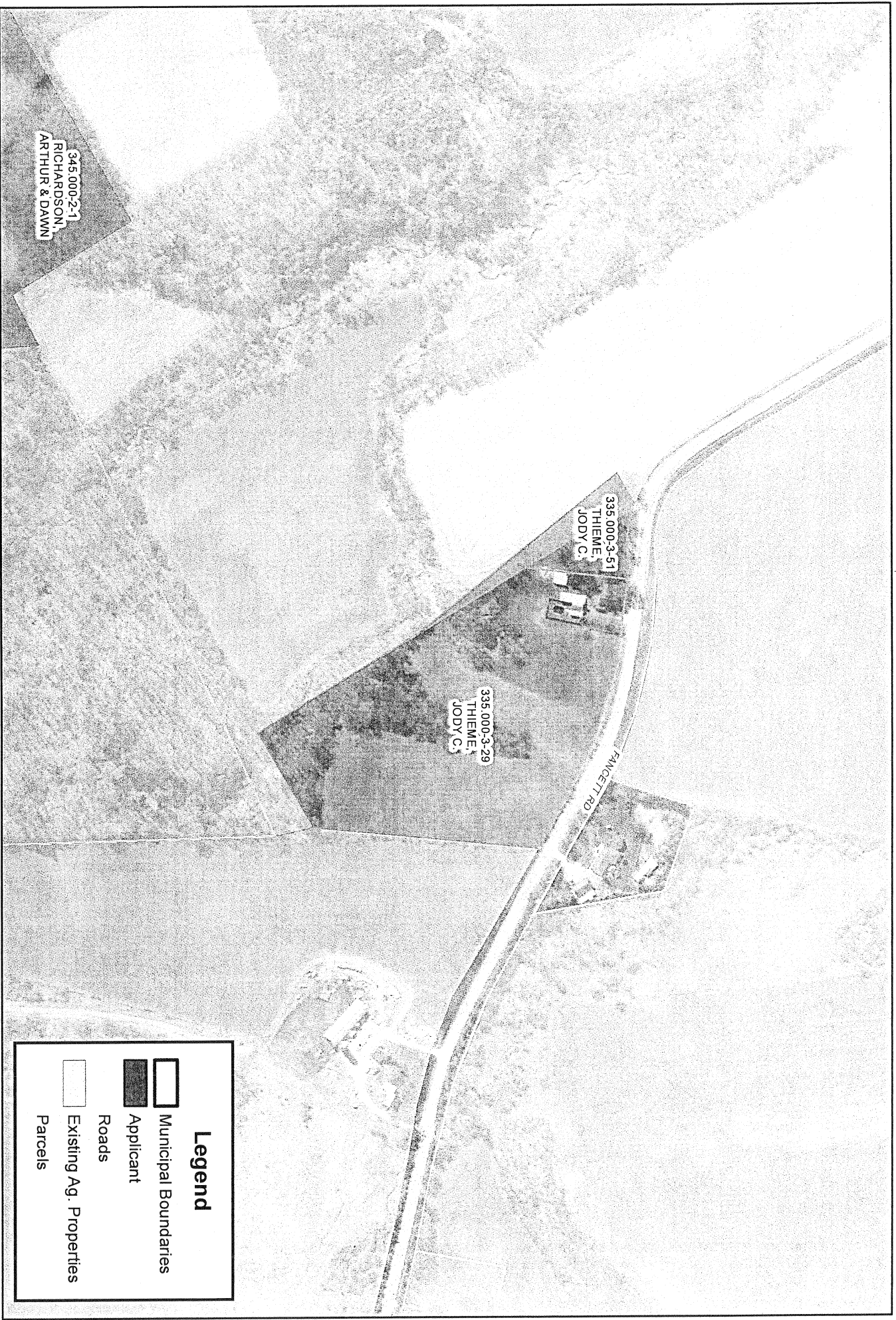
-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels



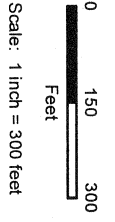
Szarek, Francis
Westmoreland
36.4 acres

Agricultural District
Open Enrollment
Oneida County
2012

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




Thieme, Jody C.
 Vernon
 9.5 acres



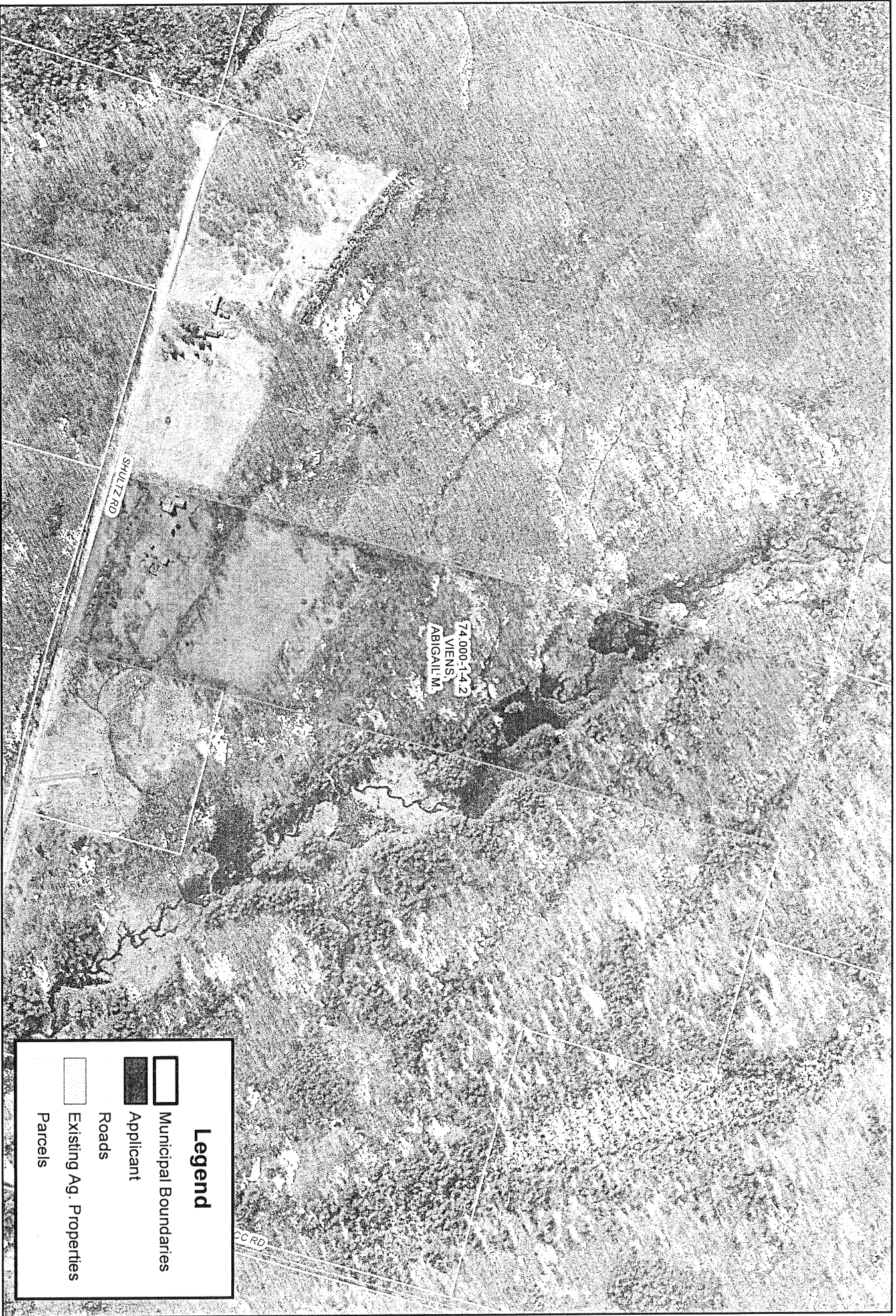
Agricultural District
 Open Enrollment
 Oneida County
 2012



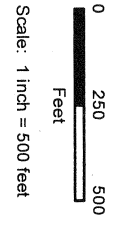
Legend

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-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

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


Viens, Abigail M.
 Florence
 48.3 acres



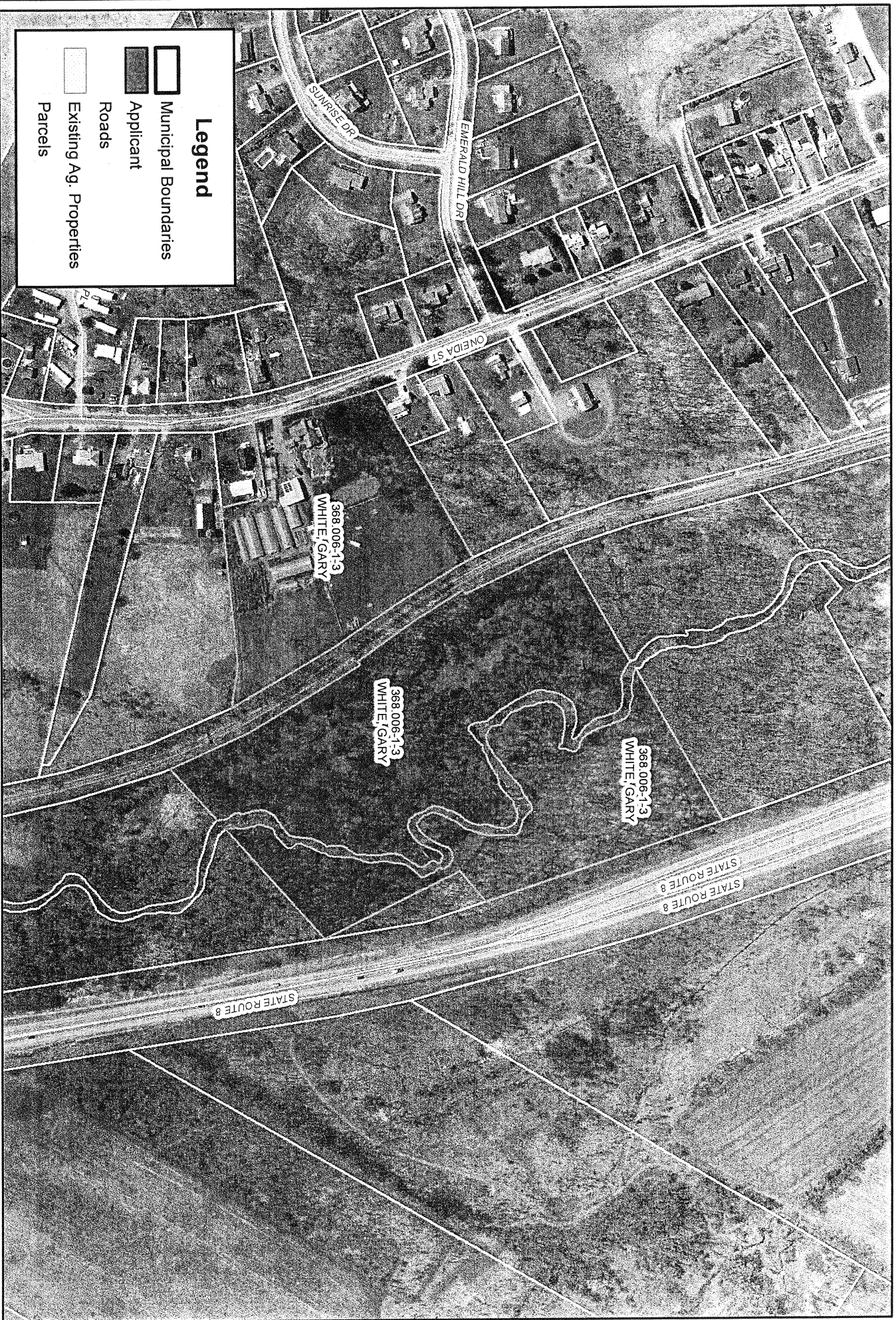
Agricultural District
 Open Enrollment
 Oneida County
 2012








Legend

-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

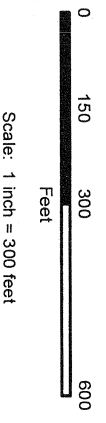
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Legend

-  Municipal Boundaries
-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels

White, Gary
Paris
19.6 acres








**Agricultural District
Open Enrollment**
Oneida County
2012



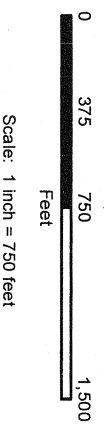
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Legend

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-  Applicant
-  Roads
-  Existing Ag. Properties
-  Parcels



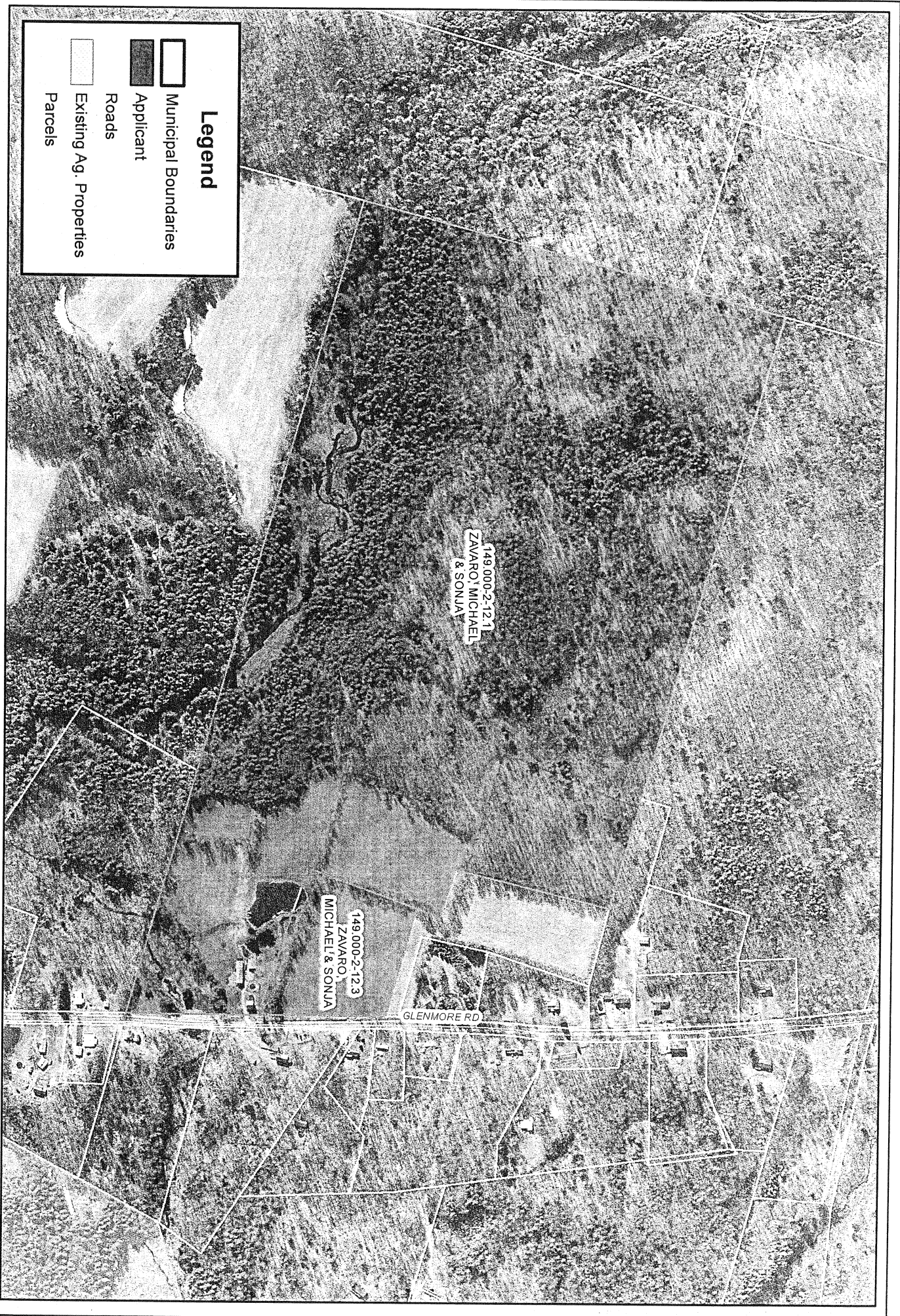
Wisniewski, Damian
 Boonville
 301.4 acres



Agricultural District
 Open Enrollment
 Oneida County
 2012

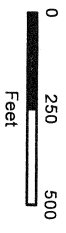


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Legend

- Municipal Boundaries
- Applicant
- Roads
- Existing Ag. Properties
- Parcels



Scale: 1 inch = 500 feet

Zavaro, Michael & Sonja
Annsville
116.3 acres

Agricultural District
Open Enrollment
Oneida County
2012



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ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Paul Snider ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale
Howard Regner ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Clifford Kitchen

March 26, 2012 Minutes

Present: Brymer Humphreys, Guy Sassaman, Kathy Pilbeam, Chris Burtch, Mike Cosgrove, Tom Cassidy, Paul Snider, Clif Kitchen, Caroline Williams, Marty Broccoli & Remi Link.

Meeting was called to order at 12:30PM

Open Enrollment: The board reviewed five applications for Open Enrollment.

Motion to approve all five applications as received by Cosgrove
Second by Kitchen
Motion carried.

Update on Town of Forestport Non-Domestic Law: Caroline briefed the board on the current situation in Forestport. Guy, Marty & Caroline were invited to attend the Forestport Town Board meeting in April and will answer questions on Agriculture Districts.

Motion to approve the minutes as written by M. Cosgrove. Second by Broccoli. Motion carried.

OPEN ENROLLMENT PUBLIC HEARING

Meeting was called to order at 1:15PM

Chairman Humphreys asked for comments from the audience. There were no comments.

The board received a total of 30 Open Enrollment applications totaling 2,002.3 acres. These recommendations will be forwarded to the Board of Legislators along with the appropriate maps.

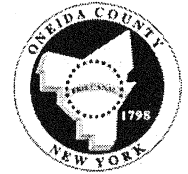
Motion to close the public hearing by Sassaman.
Second by Cosgrove.
Motion carried.

Meeting was adjourned at 1:20 PM

NEXT MEETING: TBA at the Farm & Home Center in Oriskany.



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Paul Snider ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale
Howard Regner ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Clifford Kitchen

February 13, 2012 Minutes

Present: Brymer Humphreys, Guy Sassaman, Chris Burtch, Mike Cosgrove, George Gafner, Marty Broccoli & Remi Link.

Meeting was called to order at 1:00PM

Motion to approve the minutes as written by M. Cosgrove. Second by Broccoli. Motion carried.

Farmland Protection Plan Update: There will be a meeting of the steering committee tomorrow to discuss Glenda Neff's contact and the Focus session.

Appointments: Brymer presented the letter from the Chairman of the Board of Legislators, Gerald J. Fiorini, re-appointing Cosgrove and appointing Legislator Regner to the Farmland Protection Board.

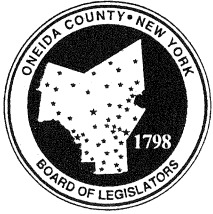
Update on Town of Forestport Non-Domestic Law: Nothing new to report. Remi has mailed to the Town Supervisor a packet of information about the ag-district law and suggested that they contact Ag&Mkts for review of their proposal.

Open Enrollment: The board reviewed applications from 25 owners, totaling approximately 1,493.4 acres.

**Motion to approve all applications as received by Cosgrove
Second by Gafner.**

Meeting was adjourned at 2:05 PM

NEXT MEETING: Monday February 13th at 1PM at the Farm & Home Center in Oriskany.



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

NOTICE

TO: TOWN CLERKS IN THE TOWNS OF:
ANNSVILLE, AVA, BOONVILLE, FLORENCE
FORESTPORT, MARCY, NEW HARTFORD, PARIS,
SANGERFIELD, STEUBEN, TRENTON, VERNON,
VERONA, VIENNA, WESTMORELAND

FROM: ONEIDA COUNTY BOARD OF LEGISLATORS OFFICE

DATE: MARCH 20, 2012

RE: PUBLIC HEARING NOTICE

~~~~~

The enclosed notice is being sent to you as a courtesy since there are properties within your town being considered for inclusion in an agricultural district at a public hearing scheduled for March 26<sup>th</sup>. "Official" notices have gone out for publication in the Rome Sentinel and Observer Dispatch and printed on March 16<sup>th</sup>, fulfilling our obligation to do so.

If interested in acquiring more information regarding specific properties, you may contact Guy Sassaman at the Oneida County Planning Department at 798-5910 or you may attend the public hearing on the 26<sup>th</sup>.

**State of New York }  
County of Oneida } ss:**

I, Kathleen A. Vescio,  
being sworn, says she is, and during the time hereinafter mentioned, was Legal  
Advertising Representative of the DAILY SENTINEL, a newspaper printed  
and published in the County of Oneida, aforesaid; and that the  
annexed printed Notice was inserted and published in said Newspaper  
once/ commencing

on the 16th day of March, 20 12

to wit: March 16th, 2012

March 16th, 20 12

Kathleen A. Vescio

Sworn to before me this 16th day of March, 20 12

La'Vaun A. Rivers Notary Public

La'Vaun A. Rivers  
Notary Public State of New York  
County of Oneida  
Reg. #01R16062227  
My Commission Expires 07-30-2013



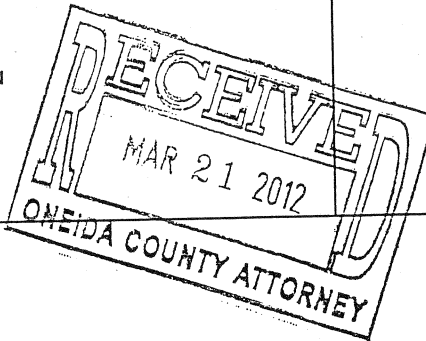
**ROME SENTINEL COMPANY**

333 W DOMINICK ST. P.O. BOX 471  
 ROME, NY 13442-0471  
 (315) 337-4000 • FAX 315-337-4704

|                       |            |                          |              |
|-----------------------|------------|--------------------------|--------------|
| 1 BILLING PERIOD      |            | 2 ADVERTISER/CLIENT NAME |              |
| 3/16/12               |            |                          |              |
| 23 TOTAL AMOUNT DUE   |            | 3 TERMS OF PAYMENT       |              |
| \$22.83               |            | * See Below              |              |
| 21 CURRENT AMOUNT DUE | 22 30 DAYS | 30 DAYS                  | OVER 30 DAYS |
|                       |            |                          |              |

**ADVERTISING INVOICE and STATEMENT**

|                            |                |                                                                                                    |                                                              |
|----------------------------|----------------|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 4 PAGE #                   | 5 BILLING DATE | 6 BILLED ACCOUNT NAME AND ADDRESS                                                                  | 9 REMITTANCE ADDRESS                                         |
|                            | 3/16/12        | Oneida County<br>Department of Law<br>Attn. Mary Ann Vienneau<br>800 Park Ave.<br>Utica, NY 13501" | ROME SENTINEL COMPANY<br>P.O. BOX 471<br>ROME, NY 13442-0471 |
| 6 BILLED ACCOUNT NUMBER    |                |                                                                                                    |                                                              |
| 1283                       |                |                                                                                                    |                                                              |
| 7 ADVERTISER/CLIENT NUMBER |                |                                                                                                    |                                                              |



PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

| 10 DATE | 11 NEWSPAPER REFERENCE | 12 13 14 DESCRIPTION - OTHER COMMENTS/CHARGES            | 15 SAU SIZE BILLED UNITS | 16 17 TIMES RUN RATE | 19 20 CHARGES/CREDITS/ADJUSTMENTS |
|---------|------------------------|----------------------------------------------------------|--------------------------|----------------------|-----------------------------------|
| 3/16/12 | 261361                 | Ad Published in the Daily Sentinel<br><br>Public Hearing | 55 LI                    | .415                 | 22.83                             |

LEGAL NOTICE  
 NOTICE OF PUBLIC HEARING AGRICULTURAL DISTRICTS OPEN ENROLLMENT  
 NOTICE IS HEREBY GIVEN that a public hearing shall be held by the Oneida County Board of Legislators on Monday, March 26, 2012 at 1:00 PM at the Farm and Home Center, 121 Second Street, Oriskany, NY. Said public hearing is being held to consider applications submitted by landowners during the Open Enrollment period January 1-January 31 in compliance with Section 303(b) of the Agriculture and Markets Law for inclusion of viable agricultural land in an Agricultural District prior to its sanctioned review period. Proposed recommendations of the Oneida County Farmland Protection Board may be examined in the Oneida County Planning Department at the Boehlert Center @ Union Station, 321 Main Street, Utica, NY 13501.  
 All parties of interest and citizens will be heard by the Oneida County Board of Legislators at the public hearing.  
 ONEIDA COUNTY BOARD OF LEGISLATORS  
 Mikale Billard, Clerk  
 MIKALE, BILLARD, CLERK  
 DATED: March 14, 2012  
 3/16-11

**STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS**

|                       |            |         |              |                     |
|-----------------------|------------|---------|--------------|---------------------|
| 21 CURRENT AMOUNT DUE | 22 30 DAYS | 60 DAYS | OVER 90 DAYS | 23 TOTAL AMOUNT DUE |
|                       |            |         |              | \$22.83             |

PUBLISHER OF THE  
**ROME SENTINEL COMPANY**  
 DAILY SENTINEL • SUNDAY SENTINEL  
 PRIMETIME • ATTRACTIONS

TERMS  
 \* DISCOUNT IF INDICATED ABOVE. NO DISCOUNT ALLOWED IF OVERDUE BALANCE EXISTS.  
 FINANCE CHARGE ON BALANCES PAST DUE 30 DAYS OR MORE IS COMPUTED AT 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%)

|    |                   |                         |                            |                          |
|----|-------------------|-------------------------|----------------------------|--------------------------|
| 24 | 25 BILLING PERIOD | 6 BILLED ACCOUNT NUMBER | 7 ADVERTISER/CLIENT NUMBER | 2 ADVERTISER/CLIENT NAME |
|    |                   |                         |                            |                          |

**NOTICE OF PUBLIC HEARING**

**AGRICULTURAL DISTRICTS OPEN ENROLLMENT**

**NOTICE IS HEREBY GIVEN**, that a public hearing shall be held by the Oneida County Board of Legislators on Monday, March 26, 2012 at 1:00 PM at the Farm and Home Center, 121 Second Street, Oriskany, NY.

Said public hearing is being held to consider applications submitted by landowners (during the Open Enrollment period January 1-January 31) in compliance with Section 303(b) of the Agriculture and Markets Law for inclusion of viable agricultural land in an Agricultural District prior to its sanctioned review period.

Proposed recommendations of the Oneida County Farmland Protection Board may be examined in the Oneida County Planning Department at the Boehlert Center @ Union Station, 321 Main Street, Utica, NY 13501.

All parties of interest and citizens will be heard by the Oneida County Board of Legislators at the public hearing.

ONEIDA COUNTY BOARD OF LEGISLATORS

Mikale Billard, Clerk  
MIKALE, BILLARD, CLERK

DATED: March 14, 2012

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

### *RESOLUTION NO. 61*

*INTRODUCED BY: Mr. Porter*

*2ND BY: Mr. Joseph*

**RE: RESOLUTION SCHEDULING A PUBLIC HEARING FOR 1:00 PM ON MONDAY, MARCH 26, 2012, FOR THE OPEN ENROLLMENT PERIOD FOR AGRICULTURAL DISTRICTS**

**WHEREAS,** On December 10, 2003, the Oneida County Board of Legislators adopted Resolution #365 designating an "Open Enrollment" period (January 1 through January 31) to consider the inclusion of any viable agricultural land in an Agricultural District prior to its established review period, and

**WHEREAS,** one or more requests for inclusion of predominately viable agricultural land within existing certified agricultural district have been filed with the Oneida County Board of Legislators, and said requests have been received by the Farmland Protection Board for consideration and recommended for inclusion, now, therefore, be it hereby

**RESOLVED,** that the Oneida County Board of Legislators shall conduct a public hearing on said requests, and it is further

**RESOLVED,** That the Clerk of the Oneida County Board of Legislators be, and hereby is, authorized and directed to cause a notice to be published in the Utica Observer Dispatch and Rome Sentinel in which will be stated the following: 1) A statement that one or more requests for inclusion of predominately viable agricultural land within existing certified agricultural district have been filed with the Oneida County Board of Legislators; 2) General identification of the land proposed to be included; 3) The time, place, and date of such Public Hearing; and 4) A statement that the Public Hearing shall be held to consider the request or requests and recommendations of the Farmland Protection Board; and it is further

**RESOLVED,** That said Public Hearing shall be held on Monday, March 26, 2012 at 1:00 PM at the Farm and Home Center, 121 Second Street, Oriskany, NY.

APPROVED: Ways & Means Committee (March 14, 2012)

DATED: March 14, 2012

Adopted by the following v.v. vote:  
AYES 28 NAYS 0 ABSENT 1 (Mr. Flisnik)



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

## NOTICE

TO: ALL ONEIDA COUNTY TOWN CLERKS  
FROM: BRYMER HUMPHREYS,  
CHAIR, FARMLAND PROTECTION BOARD  
DATE: DECEMBER 15, 2011

.....  
Please post the enclosed notice in your municipal building.

Oneida County has designated the month of January to be Open Enrollment Period for persons applying to be included in an agricultural district. In September of 2003, the Department of Agricultural and Markets amended a section of the law adding section 303-b which states that counties must select a 30 day period in which a landowner can submit a request for inclusion of any viable agricultural land in an already established Agricultural District. Oneida County has selected January, with applications being accepted until JANUARY 31<sup>ST</sup>.

The procedure will be as follows:

1. Persons wishing to submit an application should pick up forms at their Town Clerk's Office, complete the forms and return them to the Oneida County Planning Department, Union Station, 321 Main St., Utica, NY 13501, postmarked by January 31<sup>st</sup>, 2012.
2. Applications will then be reviewed by the Farmland Protection Board, after which time, the Farmland Protection Board will request to commence a Public Hearing. The members will vote to adopt or reject the inclusion of such land.
3. The Farmland Protection Board will forward the results of the Public Hearing, along with their recommendations to the County Board of Legislators.
4. The County Board of Legislators will have the final vote for acceptance and then will forward their resolution to the Commissioner of Agriculture and Markets who certifies that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.
5. Within 30 days, the Commissioner of Ag & Markets will send notice of certification to the County and notification will be made to the individuals that submitted applications. Once the parcels have been certified by the State, assessors can make changes to the tax rolls.

If you have any questions, you may contact me at 793-3108, Guy Sassaman at the Oneida County Planning Department at 798-5710 or John Brennan at the Department of Agriculture and Markets at 518-457-2713.

Thank you in advance for your attention and cooperation.

enclosures

cc: Farmland Protection Board Members  
Ronald Bunce, Director, Cooperative Extension  
Marty Broccoli, Cooperative Extension



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

November 22, 2011

FN 20 11-331

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

**READ & FILED**

Dear Mike,

The Chairman of the Farmland Protection Board submitted the attached letter notifying the Board of the Agricultural District Open Enrollment period which will begin January 1, 2012 and run for 30 days, ending January 31, 2012. I ask that you please file appropriately.

Respectfully submitted,

Gerald J. Fiorini  
Chairman of the Board

GJF:pp







# ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Paul Snider ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale  
Brian D. Miller ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Clifford Kitchen

November 28, 2011

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

Dear Mr. Billard:

The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2012 through January 31, 2012, pursuant to Resolution No. 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2012 and subsequent to review by the Farmland Protection Board, applications will require legislative approval.

Respectfully submitted,

Brymer Humphreys

Chair, Farmland Protection Board



9.

# Oneida County Office of Traffic Safety / STOP-DWI Program

Anthony J. Picente Jr.  
Oneida County Executive



Michael S. Colangelo  
STOP-DWI Administrator

March 26, 2012

FN 20

12-205

PUBLIC SAFETY  
WAYS & MEANS



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

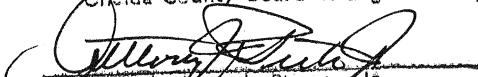
Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature between the Oneida County STOP-DWI Program and the **Sauquoit Valley Central School District**.

This agreement provides **\$400.00** in funding for the **Sauquoit Valley Central School District** to promote the message of the Stop-DWI Program within its S.A.D.D. organization. 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 **2012 Budget**.

Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

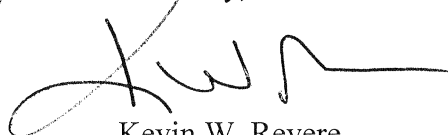
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date

4/20/12

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)





# Sauquoit Valley Central School District

2601 Oneida Street • Sauquoit, New York 13456

Ronald J. Wheelock, *Superintendent*  
Phone: 315.839.6311 Fax: 839.5352

Wendy S. Stillman, *Business Manager*  
Phone: 839.6313 Fax: 839.5352

Mark R. Putnam  
*Elementary School Principal*  
Phone: 839.6339 Fax: 839.6366

Peter R. Madden  
*Middle School Principal*  
Phone: 839.6371 Fax: 839.6390

Zane W. Mahar  
*High School Principal*  
Phone: 839.6316 Fax: 839.6397

Douglas E. Jones  
*Athletic Director*  
Phone: 839.6330 Fax: 839.6397

Stephen W. Parker  
*Superintendent of Buildings & Grounds*  
Phone: 839.6333 Fax: 839.5352

Steven Schreck  
*Transportation Supervisor*  
Phone: 839.6318 Fax: 839.6386

February 6, 2012

Oneida County Sheriff Department  
6065 Judd Road  
Oriskany, NY 13424

Dear Officer Mike Colangelo,

Sauquoit Valley High School is requesting grant monies to help support a Students against Destructive Decisions (SADD) related event that will take place on Thursday May 3, 2012 at the high school. This event will take place prior to the School's prom weekend. The theme of this event is to promote healthy decision in regard to safe driving, for example the students will be encouraged not to drink and drive as well as to not text and drive. A local radio station K-Rock, will be coming into the school during the students' lunch time to promote safe driving. The grant monies requested would be greatly appreciated to help set off the cost of this event. Our students will benefit from this event in receiving important information on driving safely in a manner that is relatable to them. Thank you for your time and consideration to this request. We look forward to hearing from you.

Respectfully Yours,

Luanne M. Miner, LCSW-R  
School Resource Officer

Officer Shane Yoxall  
School Social Worker for MS and HS

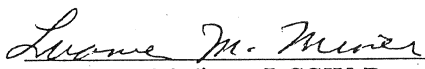
Zane Mahar  
HS Building Principal

# Oneida County STOP-DWI Program Agreement

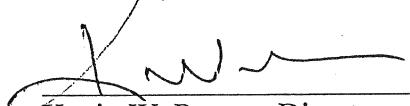
The Oneida County STOP-DWI Program is committed to the countywide reduction of alcohol related traffic injuries and fatalities. A key component to the program is the comprehensive community awareness and education program conducted throughout Oneida County schools, civic and community organizations. Sauquoit Valley Central School District desires to participate in and promote the STOP-DWI Program message throughout its organization.

The Oneida County STOP-DWI Program agrees to provide Sauquoit Valley Central School District with \$400.00, four hundred dollars and no/cents, toward the promotion of the Oneida County STOP-DWI Program message. Sauquoit Valley School District agrees to conduct activities consistent with the mission of the STOP-DWI Program and consistent with the directives and standard operating procedures attached hereto as promulgated by the STOP-DWI Program, as same may be amended. Sauquoit Valley School District shall submit a final report of program activities to the STOP-DWI Program, no later than 15 days after the conclusion of the proposed event(s). All expenditures must be pre-approved by the STOP-DWI Program.

This agreement shall run from **April 1, 2012 to December 31, 2012**

  
\_\_\_\_\_  
Luanne M. Miner, LCSW-R  
Representative, Sauquoit Valley  
Central School District

3/22/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin W. Revere, Director  
Oneida County Emergency Services

4/5/12  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form  
Oneida County Department of Law

\_\_\_\_\_  
Date



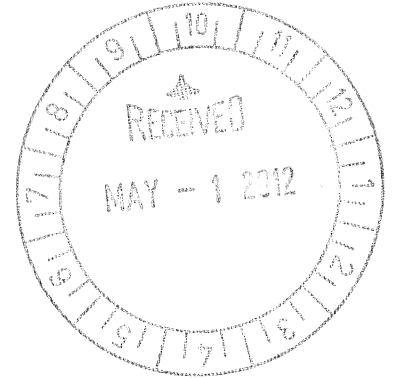
# ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente., County Executive  
120 Base Rd. Oriskany, NY 13424

Kevin Revere. Director  
(315)765-2526 Fax (315) 765-2529

March 12, 2012

FN 20 12-206



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

**PUBLIC SAFETY**  
**WAYS & MEANS**

Re: Memorandum of Understanding (MOU) between New York State and Oneida County

Dear County Executive Picente,

Attached is a Memorandum of Understanding between the New York State Department of Homeland Security and Emergency Services and Oneida County for the use of the New York State Preparedness Training Center in support of a County Emergency Operations Center (EOC) during training, planned events, and emergencies.

Through the cooperative efforts of the state, Oneida County Office of Emergency Services and Oneida County Central Services, this memorandum spells out the details of opening, operating and supporting an EOC by both county and state assets if such a need arose in the county.

I respectfully request you sign this Memorandum of Understanding. If you have any questions please contact me.

Sincerely,

Kevin Revere  
Director

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4/16/12

Oneida Co. Department Emergency Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: New York State Office of Homeland Security and Emergency Services

Title of Activity or Services: Memorandum of Understanding

Proposed Dates of Operations: Length of lease

Client Population/Number to be Served: Oneida County

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:**

This is a memorandum of understanding (MOU) between Oneida County and the State of New York for use of space at the State Preparedness Training Center in Oriskany.

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

The MOU ensures that the procedures and responsibilities for the use of meeting space in the training center that have been agreed upon by the county and the state can be carried out.

**3). Program Design and Staffing Level**

N/A

**Total Funding Requested: 0**

**Oneida County Dept. Funding Recommendation:**

**Proposed Funding Source (Federal \$ /State \$ / County \$): No cost to the county**

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

**Past performance Served: N/A**

**O.C. Department Staff Comments: This MOU ensures the use certain areas of the Preparedness Center for a County Emergency Operations Center if needed.**

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

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

Dawn Catera Lupi  
First Assistant

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



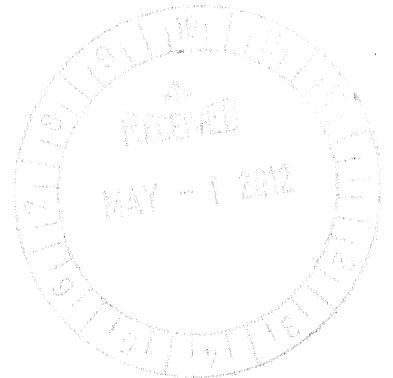
April 26, 2012

FN 20

12 - 207

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

PUBLIC SAFETY  
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 firearms, holsters and magazine packs for the Oriskany Police Department:

TO:

A1162.295 Law Enforcement, Other Equipment \$3,000

This supplemental appropriation will be fully funded by:

A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$3,000

This 2012 supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

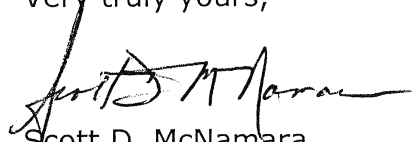
At your earliest convenience, please submit this request to the Board of Legislators for their approval.

The Honorable Anthony J. Picente, Jr.  
April 27, 2012  
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

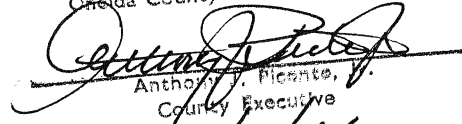


Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. George Joseph, 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

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



Anthony J. Picente, Jr.  
County Executive

Date

5/1/12



ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

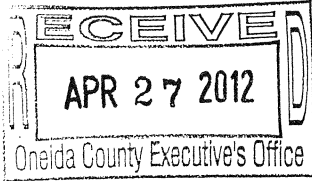
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Kara E. Wilson  
John J. Raspante  
Joshua L. Bauer  
Patrick F. Scully  
Christopher D. Hameline  
Steven P. Feiner



FN 20 12-208  
PUBLIC SAFETY

April 23, 2012

WAYS & MEANS



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 cost center to balance the current deficit and cover anticipated prosecution expenses:

TO:

A1165.496 District Attorney, Prosecution.....\$20,000

FROM:

A1165.101 District Attorney, Salaries.....\$20,000

Due to numerous staff changes within the District Attorney's Office, at the present time there is money within the salary account to cover this transfer.

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.

The Honorable Anthony J. Picente, Jr.  
April 23, 2012  
Page Two

Thank you.

Very truly yours,

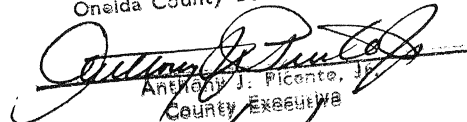


Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. George Joseph, 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

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



Anthony J. Picente, Jr.  
County Executive

Date 4/27/12

**PUBLIC DEFENDER**  
*Frank J. Nebush, Jr., Esq.*

**CHIEF TRIAL COUNSEL**  
*Leland D. McCormac III, Esq.*

**CHIEF APPELLATE COUNSEL**  
*Patrick J. Marthage, Esq.*

**CONFIDENTIAL SECRETARY**  
*Patricia A. Potter*

**SENIOR INVESTIGATOR**  
*James J. Larabee*

**CONFIDENTIAL INVESTIGATOR**  
*Christian M. Nebush*

**SPECIAL INVESTIGATOR**  
*Nicholas J. LaBella*

**PAROLE REVOCATION SECTION**  
*James F. Kehoe, Esq.*  
First Assistant Public Defender

## Oneida County Public Defender

### Criminal Division

250 Boehlert Center at Union Station  
321 Main Street  
Utica, New York 13501  
Telephone: (315) 798-5870 • Fax: (315) 734-0364  
e-mail: [Pubdef@ocgov.net](mailto:Pubdef@ocgov.net)

#### Branch Offices

Utica City Court  
411 Oriskany Street, West  
Utica, New York 13502  
Telephone: (315) 735-6671  
Fax: (315) 724-3407

Rome City Court  
100 West Court Street  
Rome, New York 13440  
Telephone: (315) 334-7012  
Fax: (315) 334-1196

**VIOLENT CRIMES SECTION**  
First Assistant Public Defenders  
*David A. Cooke, Esq.*  
*Luke A. Nebush, Esq.*  
Paralegal, *Jennifer M. Compo*

**MAJOR CRIMES SECTION**  
First Assistant Public Defenders  
*Tina L. Hartwell, Esq.*  
Assistant Public Defenders  
*Adam P. Tyksinski, Esq.*  
*JoAnna R. Feiner, Esq.*  
*Cory A. Zennamo, Esq.*  
*Elizabeth M. Cesari, Esq.*

**CITY COURTS SECTION**  
First Assistant Public Defender  
*David L. Arthur, Esq. – Rome*  
Assistant Public Defenders  
*K. Scott Kim, Esq. – Utica*  
*James P. Godemann, Esq. – Utica*  
*Sarah A. Mietz, Esq. – Utica*  
*Doreen M. St. Thomas, Esq.*

Wednesday, April 18, 2012

FN 20

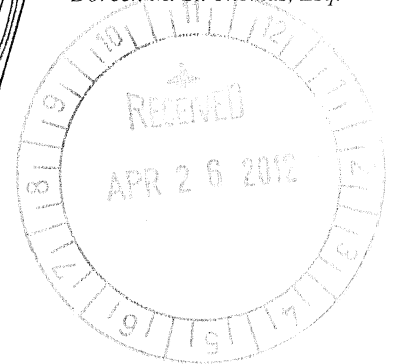
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APR 24 2012

County Executive's Office

PUBLIC SAFETY

WAYS & MEANS



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

### Re: Certification of Section 606 Expenses

Dale Barnes, Dale Barnes, Arday Colbert, Eric J. Cuevas, Gregory Galberth, Markian Halamay, Adam J. Hall, Yusuf Ismail, William Johnson, Carl Y. Kelly, Cletus Leon, Carlos W. Mansilla, Jose Martinez, Eli Medina, Edgar Sanches, and Jose Soto, being inmates of the State of New York

Dear Mr. Picente:

Enclosed are the following documents I am requesting be submitted to the Oneida County Board of Legislators for a resolution from them certifying my claim for reimbursement from the State of New York for representing the above state inmates pursuant to Section 606 of the Correction Law and Title 7, Part 410 of the NYCRR:

- 1) Proposed resolution certifying our expenses,
- 2) Sworn affidavit of the Oneida County Public Defender, Criminal Division setting forth the indictments and the time spent representing the above clients,

Upon approval by the Board of Legislators, the certification needs to be attached to this packet and forwarded to the Oneida County Comptroller for his signature on the payment voucher prior to submission to the State.

Should you need further information regarding this matter, please do not hesitate to contact me.

Sincerely,

*Frank J. Nebush, Jr.*  
Frank J. Nebush, Jr.  
Oneida County Public Defender, Criminal Division

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

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

Date: 4/26/12

**In the Matter of the Claim of the  
Oneida County Public Defender, Criminal Division**

under Section 606 of the Correction Law for Payment  
of Legal Expenses Incurred in the Defense of Inmates  
of the State of New York

**Affidavit in Support of  
Claim for Payment of  
Section 606 Expenses**

STATE OF NEW YORK    ) ss:  
COUNTY OF ONEIDA    )

Frank J. Nebush, Jr., being duly sworn, deposes and says:

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit:

Dale Barnes, Dale Barnes, Arday Colbert, Eric J. Cuevas, Gregory Galberth, Markian Halamay, Adam J. Hall, Yusuf Ismail, William Johnson, Carl Y. Kelly, Cletus Leon, Carlos W. Mansilla, Jose Martinez, Eli Medina, Edgar Sanches, and Jose Soto, being inmates of the State of New York pursuant to Section 606 of the Correction Law of the State of New York. A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

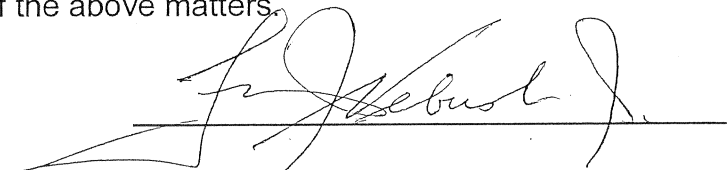
TOTAL OF EXPENSES

|                              |                 |
|------------------------------|-----------------|
| People v. Dale Barnes        | \$569.10        |
| People v. Dale Barnes        | \$284.82        |
| People v. Arday Colbert      | \$506.20        |
| People v. Eric J. Cuevas     | \$656.36        |
| People v. Gregory Galberth   | \$1,955.34      |
| People v. Markian Halamay    | \$742.08        |
| People v. Adam J. Hall       | \$2,849.54      |
| People v. Yusuf Ismail       | \$898.56        |
| People v. William Johnson    | \$543.49        |
| People v. Carl Y. Kelly      | \$1,327.50      |
| People v. Cletus Leon        | \$4,990.52      |
| People v. Carlos W. Mansilla | \$4,282.91      |
| People v. Jose Martinez      | \$790.81        |
| People v. Eli Medina         | \$1,529.53      |
| People v. Edgar Sanches      | \$871.89        |
| People v. Jose Soto          | <u>\$861.84</u> |

**TOTAL: \$23,660.49**

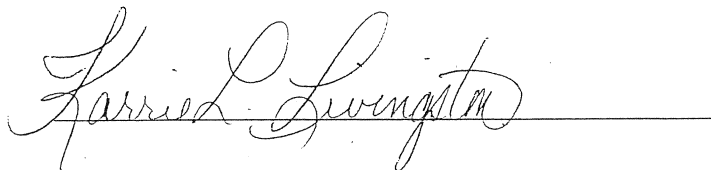
I hereby certify that the above statement is a true and accurate account of the expenses incurred in the defense of the above matters.

Dated: April 18, 2012



**Frank J. Nebush, Jr.**

Subscribed and sworn to before me this  
18<sup>th</sup> day of April, 2012



KARRIE L. LIVINGSTON  
Notary Public, State of New York  
Qualified in Oneida County  
My Commission Expires 7/28/12

PROPOSED RESOLUTION

WHEREAS, certain inmates in the custody of the New York State Department of Correctional Services were charged with crimes while residing in a New York State correctional facility located in the County of Oneida, and said inmates having required the services of the Oneida County Public Defender, Criminal Division to represent them before the various courts in Oneida County while incarcerated herein, and

WHEREAS, the Oneida County Public Defender, Criminal Division duly represented said inmates, and

WHEREAS, Section 606 of the Correction Law of the State of New York mandates reimbursement for such services to the County of Oneida for such legal defense, and

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of ~~\$22,861.00~~ for undertaking the legal defense of:

\$ 23660.49  
*de*

Dale Barnes, Dale Barnes, Arday Colbert, Eric J. Cuevas, Gregory Galberth, Markian Halamay, Adam J. Hall, Yusuf Ismail, William Johnson, Carl Y. Kelly, Cletus Leon, Carlos W. Mansilla, Jose Martinez, Eli Medina, Edgar Sanches, and Jose Soto, being inmates of the State of New York

WHEREAS, we have examined the documents provided by the Oneida County Public Defender, Criminal Division and find them to be a true and accurate account of his expenses concerning these matters,

NOW, THEREFORE BE IT RESOLVED, that this resolution and the vouchers, documents and affidavits of the Oneida County Public Defender, Criminal Division be forwarded to the Budget and Finance Office of the New York State Department of Correctional Services as required by Section 606 of the Correction Law and Title 7, Part 410 of the New York Code of Rules and Regulations for payment.

Sheriff Robert M. Maciol  
Undersheriff Robert Swenszkowski

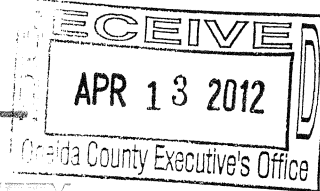


Chief Deputy Gabrielle O. Liddy  
Chief Deputy Jonathan G. Owens

April 11, 2012

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

FN 20 12-210



PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Sheriff's Office has been provided funds under a contract from Global Tel Link to be used to purchase surveillance camera enhancements in the Jail. In addition to a commission, Global Tel Link provides a sign on commitment to this Office. This program is part of the inmate telephone system and calling program.

We have received \$16,667. See the attached audit trail. A separate revenue account has been established for this purpose and a supplemental appropriation will allow for a purchase supporting surveillance camera enhancements in the Jail.

The Supplemental Appropriation Request is as follows:

|           |                                            |          |
|-----------|--------------------------------------------|----------|
| A3150.493 | Maintenance, Repair, and Service Contracts | \$16,667 |
| A2722     | Reimburse from Global Tel Link             | \$16,667 |



Thank you for your anticipated support of this request.

Sincerely,

Robert M. Maciol  
Sheriff

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

Anthony J. Picente, Jr.  
County Executive

Date 4/16/12

cc: Tom Keeler, Budget Director

# Account Audit Trail

Audit of selected accounts, for dates from 01/01/12 to 04/11/12 for fiscal year 2012

Fund: A - General Fund

Account: A2722 - Reimb from Global Tel Link for Jail Computer Equip - Revenue

Department: 3150 - Sheriff - Jail Inmates

| Date     | Type | Journal | Posted   | Description                     | Details         | Est. Revenues | Received    | Revenue Remaining |
|----------|------|---------|----------|---------------------------------|-----------------|---------------|-------------|-------------------|
| 03/28/12 | Rec  | 1609334 | 03/29/12 | 2012 GTL 3RD AND FINAL OF BONUS | 121953 SHERIFFS | \$0.00        | \$16,666.66 | \$(16,666.66)     |
|          |      |         |          |                                 |                 | \$0.00        | \$16,666.66 | (\$16,666.66)     |

End of report





Sheriff Robert M. Maciol  
Undersheriff Robert Swenszkowski

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Jonathan G. Owens

April 5, 2012

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

FN 20 12-211

PUBLIC SAFETY



**WAYS & MEANS**

Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2011, there was a profit of \$84,989.05 which has been rolled over into 2012, as indicated in the attached audit trail for revenue account A1525. Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2012, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, sewing projects, recreational items, worker pod, library, notary and other services.

The Supplemental Appropriation request is as follows:

|            |                              |              |
|------------|------------------------------|--------------|
| A3152.211  | Office Equipment             | \$ 10,000.00 |
| A3152.212  | Computer Hardware            | \$ 2,000.00  |
| A3152.271  | Recreation Equipment         | \$ 5,000.00  |
| A3152.295  | Other Equipment              | \$ 14,000.00 |
| A3152.411  | Office Supplies              | \$ 5,000.00  |
| A3152.425  | Training                     | \$ 5,000.00  |
| A3152.431  | Commissary Sales             | \$ 1,000.00  |
| A3152.454  | Travel Meetings, Seminars    | \$ 3,000.00  |
| A3152.471  | Recreational Supplies        | \$ 5,000.00  |
| A3152.472  | Recreational Activities      | \$ 4,000.00  |
| A3152.491  | Other Materials and Supplies | \$ 5,000.00  |
| A3152.493  | Maintenance, Repair, Service | \$ 2,000.00  |
| A3152.4951 | Other Expenses               | \$ 23,989.05 |

**Total Expenses: \$ 84,989.05**



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

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

Date 4/16/12

A1525 Revenue Prisoner Commissary \$ 84,989.05

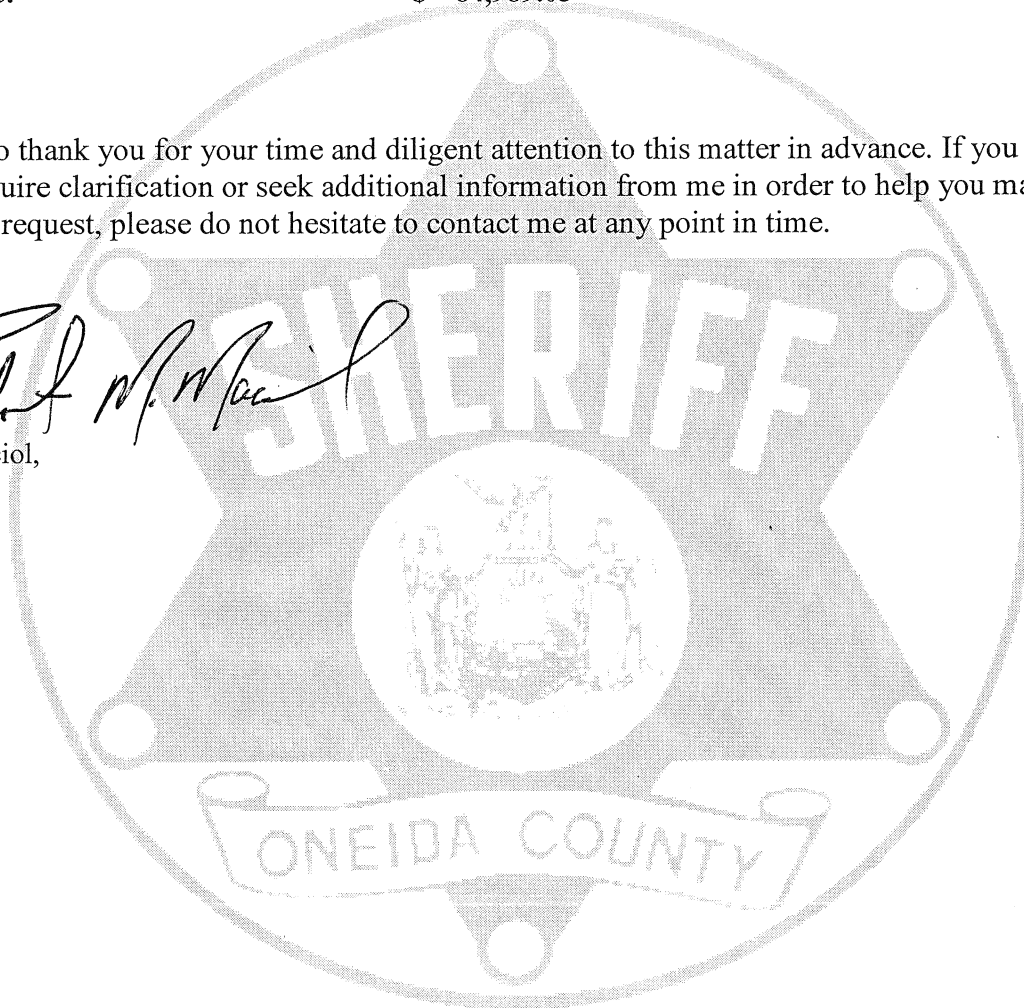
**Total Revenue: \$ 84,989.05**

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,



Robert M. Maciol,  
Sheriff



**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

Anthony J. Picente Jr.  
County Executive



John P. Talerico  
Commissioner

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490  
E-Mail: labor@ocgov.net



May 3, 2012

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

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

**WAYS & MEANS** Date 5/4/12

Dear Tony:

This letter is to request the addition of two job titles to the Oneida County Classification plan. Draft job specifications are attached for your review. Both titles are in the Civil Service Competitive Class.

District Attorney Scott D. McNamara will soon be relocating his offices. One of the main reasons for the move is enhanced security. His intention is to hire part time employees to provide security. The appropriate Civil Service title for the position is Special Patrol Officer Grade 23 W. They will be paid at a rate of \$15.18 per hour. I have attached a copy of his request. Any questions regarding this matter should be directed to District Attorney McNamara.

As we discussed, I am requesting the title Personnel Technician III Grade 27 M \$32,231 be added to the Oneida County Classification Plan. I am not asking that a position be created only that the title be added to our classification plan. The Personnel Department presently has Personnel Technician I Grade 19, Personnel Technician II Grade 23 and Director of Civil Service Administration Grade 32.

The addition of Personnel Technician III to our Classification Plan at a mid point between Personnel Technician II and Director of Civil Service Administration will provide promotion opportunity within the Department of Personnel, similar to promotional opportunities that exist in other county departments.

Civil Service Administration is a highly specialized field. All Personnel Department staff are required to successfully complete civil service training at the New York State Department of Civil Service Training Institute. The additional promotional opportunity will allow for retention of staff who have acquired knowledge, skills and ability in the area of New York State Civil Service Law as well as other areas of employment law and are interested in continuing a career in Civil Service Administration.

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

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

Dawn Catera Lupi  
First Assistant

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

April 3, 2012

John P. Talerico, Commissioner  
Oneida County Department of Personnel  
800 Park Avenue  
Utica, New York 13501

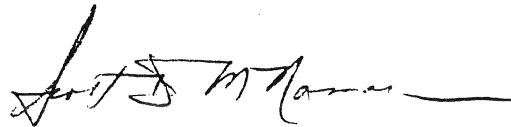
Dear John,

As I am sure you are aware, the District Attorney's Office will be moving in the near future to a new location. One of the main reasons for this move is for security purposes. It is my intention to hire retired police officers on a part-time basis, as well as purchase a metal detector, to maintain security at the new office. Therefore, per our discussion, I am hereby requesting the creation of the title Special Patrol Officer within the District Attorney's Office.

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,



Scott D. McNamara  
Oneida County District Attorney

se



Civil Division: Oneida County Government  
Jurisdictional Class: Competitive  
EEO Category: Protective Service: Sworn  
Adopted: DRAFT

### **SPECIAL PATROL OFFICER**

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for maintaining order and providing security in public buildings and courtrooms. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

**TYPICAL WORK ACTIVITIES:** (Illustrative Only)

Provides security by standing in and patrolling public buildings;  
Protects and guards the public and employees in the designated publicly-owned property;  
Physically restrains unruly individuals;  
Escorts law enforcement agents, juries and witnesses to and from the courtroom;  
Provides general information to visitors on premises ;  
Checks to insure that all necessary documents and identifications are in order;  
Safeguards public property;  
Provides assistance in emergency situations;  
Maintains and updates records as required;  
Prepares incident reports;  
Distributes and posts appropriate documents and materials.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...

**SPECIAL PATROL OFFICER**

page two

**MINIMUM QUALIFICATIONS:**

Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

**NOTE:** In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

**SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS:**

Special Patrol Offices may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for employment.

Adopted: xx/xx/xx

Anthony J. Picente Jr.  
County Executive



John P. Talerico  
Commissioner

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490  
E-Mail: labor@ocgov.net



May 3, 2012

FN 20 12-213

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

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

GOVERNMENT OPERATIONS

WAYS & MEANS

*Anthony J. Picente Jr.*  
Anthony J. Picente Jr.  
County Executive

Date 5/4/12

Dear Tony:

This letter is to request the addition of two job titles to the Oneida County Classification plan. Draft job specifications are attached for your review. Both titles are in the Civil Service Competitive Class.

District Attorney Scott D. McNamara will soon be relocating his offices. One of the main reasons for the move is enhanced security. His intention is to hire part time employees to provide security. The appropriate Civil Service title for the position is Special Patrol Officer Grade 23 W. They will be paid at a rate of \$15.18 per hour. I have attached a copy of his request. Any questions regarding this matter should be directed to District Attorney McNamara.

As we discussed, I am requesting the title Personnel Technician III Grade 27 M \$32,231 be added to the Oneida County Classification Plan. I am not asking that a position be created only that the title be added to our classification plan. The Personnel Department presently has Personnel Technician I Grade 19, Personnel Technician II Grade 23 and Director of Civil Service Administration Grade 32.

The addition of Personnel Technician III to our Classification Plan at a mid point between Personnel Technician II and Director of Civil Service Administration will provide promotion opportunity within the Department of Personnel, similar to promotional opportunities that exist in other county departments.

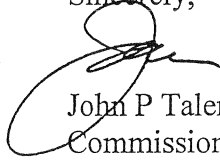
Civil Service Administration is a highly specialized field. All Personnel Department staff are required to successfully complete civil service training at the New York State Department of Civil Service Training Institute. The additional promotional opportunity will allow for retention of staff who have acquired knowledge, skills and ability in the area of New York State Civil Service Law as well as other areas of employment law and are interested in continuing a career in Civil Service Administration.

Govt  
Ops

I am respectfully requesting that you forward to the Oneida County Board of Legislators my request to add Special Patrol Officer and Personnel Technician III to the Oneida County Classification Plan.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Talerico", written over the printed name.

John P Talerico  
Commissioner

CC: S McNamara

---



Civil Division: Oneida County Government  
Jurisdiction Class: Competitive  
EEO Category: Officials/Administrators  
Adopted: DRAFT

### PERSONNEL TECHNICIAN III

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for performing a variety of technical and administrative duties in the Civil Service office. Responsibilities include, but are not limited to, preparation and maintenance of personnel records, processing various personnel transactions, and in providing human resource support and guidance to employees and/or the public. The work entails a high degree of independence and judgment in providing human resource and personnel services. The work is carried out in accordance with New York State Civil Service Law, Oneida County Rules for the Classified Service and ancillary regulations. This class differs from subordinate positions in that the incumbent is required to apply complex principles of Civil Service and Personnel Administration, within the context of civil service law and rules and regulations. Work is performed under the general direction of the Commissioner of Personnel and Director of Civil Service Administration with wide latitude being given to perform duties and responsibilities. General supervision is exercised over the work of professional and clerical employees. The incumbent performs related work as required.

**TYPICAL WORK ACTIVITIES:** (Illustrative Only)

- Responds to public inquiries by providing information and answering personnel questions;
- Prepares a variety of reports and recommendations;
- Researches Civil Service Law and Rules and provides summaries and interpretations;
- Provides technical assistance to managers and supervisors in personnel administration, procedures, and practices;
- Assists subordinate staff in the administration of Civil Service law, rules and regulations where such programs include consultations with civil divisions under Oneida County Civil Service jurisdiction;
- Assists the Commissioner in preparing and submitting the annual reports to New York State Civil Service Commission and to the Board of Legislators;
- May administer tests and review test scores for State and locally administered examinations and performance tests;
- May complete introduction/orientation/processing of employees to benefits and policies;
- May interpret union contract provisions related to personnel matters;
- May conduct studies on a variety of personnel issues and concerns and submit recommendations to supervisor;
- May assist the supervisor in highly confidential matters, ranging from legal compliance to disciplinary actions;
- May perform the tasks and duties related to the employee payroll system, ranging from, but not limited to, the interpretation of contractual obligations for compensation, payroll input and the generation of pay-related reports;
- May handle and maintain New York State Retirement System enrollments and contributions, as well as generate required reports.
- May attend conferences, seminars and meetings concerned with civil service related duties and activities, and to promote efficient public personnel administration.

continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of principles and practices of public personnel administration as mandated by New York State Civil Service law, rules and regulations; thorough knowledge of management and organizational principles and practice; good knowledge of principles and practices of supervision; good knowledge of principles and practices of a merit system concept of position classification, recruitment and selection; good knowledge of organizational structures, functions, operations, objectives and goals of a department of personnel and its programs; ability to prepare detailed and/or complex correspondence to explain and to support civil service decisions, policies and recommendations; ability to supervise in a manner conducive to full performance and high morale; ability to analyze information gathered for the purpose of developing recommendations and/or making decisions; ability to make oral presentations concerning civil service plans and programs.

MINIMUM QUALIFICATIONS:

Promotional

Full-time continuous and permanent status in the Department of Personnel as a **Personnel Technician II** for eighteen (18) months immediately preceding appointment.

Open Competitive Either:

- (A) Graduation from a regionally accredited or New York State registered four-year college or university with a Bachelor's Degree **AND** four (4) years of full-time experience in merit system administration, two (2) years of which must have been in a supervisory capacity in planning and supervising programs designed to enforce a merit and fitness system; **OR**
- (B) Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree **AND** six (6) years of full-time experience in merit system administration, two (2) years of which must have been in supervisory capacity as described in (A) above.

Adopted: xx/xx/xx by Resolution # XXX

*Title in promotional series: Personnel Assistant; Personnel Technician I; Personnel Technician II; Personnel Technician III; Director of Civil Service Administration*

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

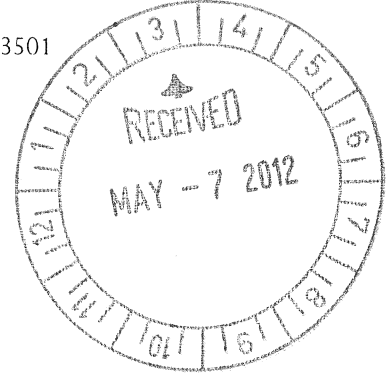


DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

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

FN 20 12-214



May 7, 2012

GOVERNMENT OPERATIONS

**WAYS & MEANS**

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

Dear Mr. Picente:

In 2011 the county of Oneida foreclosed property located at 926-928 Brayton Park Place in the city of Utica for unpaid taxes. From the enclosed correspondence from Dollinger, Gonski & Grossman, the purchaser (from the county) is willing to convey the property back to the former owner subject to the original mortgage pending waiver of the reverter clause in the county deed.

In that the purchase price to the county (\$3,200) exceeded the delinquent taxes (\$594.58), the Finance Department has no objection to the request. As long as the conveyance is subject to the original mortgage we recommend Board consideration of the request re: waiving the right of reverter.

Sincerely,

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 5/7/12

AC/bad

Enclosures

cc: Mikale Billard, Clerk of the Board  
Dan Yerdon, Deputy Commissioner – Real Estate  
Kurt Parry, Assistant County Attorney

DOLLINGER, GONSKI & GROSSMAN

ATTORNEYS AND COUNSELLORS AT LAW

ONE OLD COUNTRY ROAD

SUITE 102

P.O. Box 9010

CARLE PLACE, NEW YORK 11514-9010

(516) 747-1010

FAX (516) 747-2494

MATTHEW DOLLINGER\*  
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JOSEPH GOLDSTEIN\*  
JOYCE S. DOLLINGER\*  
COUNSEL

\* NEW YORK AND FLORIDA BAR  
\*\* NEW YORK, NEW JERSEY AND PENNSYLVANIA BAR  
\* NEW YORK AND NEW JERSEY BAR  
\*\* NEW YORK, NEW JERSEY AND CONNECTICUT BAR  
\* RETIRED JUSTICE OF THE SUPREME COURT  
OF THE STATE OF NEW YORK

May 2, 2012

**Via Federal Express**

Dan Yerdon, Deputy Commissioner of Finance  
Oneida County  
800 Park Avenue  
Utica, New York 13501

RECEIVED

MAY 03 2012

ONEIDA COUNTY  
COMMISSIONER OF FINANCE

Re: County of Oneida with Brosemer  
Premises: 926-928 Brayton Park Place, Utica, New York  
**Our File No. 10,784**

Dear Mr. Yerdon:

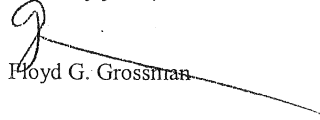
My firm represents the tax servicer on the above-captioned matter.

Apparently, a mistake was made and the taxes were not paid. The rights of the owner and the mortgagee were cut off at a tax sale. The Board of County Legislators of the County of Oneida conveyed the property to Joanne C. Grimaldi with a right of reverter that is shown on the annexed deed. The tax sale purchaser, the present holder of the deed, is willing to convey the property back to the former owner subject to the original mortgage but the right of reverter has become an issue. In order for the sale to take place, we would need a written waiver of the right of reverter from the Board of County Legislators of the County of Oneida ("Board"). The transaction would put the owner back in title subject to the rights of the mortgagee. This was not an intentional default by the owner or the mortgagee but a mistake made by the tax servicer which, with the Board's approval, can be rectified. Please advise whether the Board would consider waiving the right of reverter. I previously forwarded my request to the County Attorney's Office and received the annexed reply from Kurt Parry.

Again, this is not a situation where the owner or the mortgagee intentionally failed to pay taxes to cut off the other's rights to the property in question or to repurchase the property for less money.

Thank you for your consideration.

Sincerely yours,

  
Floyd G. Grossman

FGG:ro  
Enclosures  
10784Yerdon.ltr.wpd  
Tracking No. 7935 2106 9950

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

October 25, 2011

Joanne Grimaldi  
48 Greenacres Dr.  
Whitesboro, NY 13492

RE: Bid # 11-2-6

Tax Map # 1600 318.030-3-9 PW

Dear Joanne Grimaldi:

Enclosed, please find the deed to the above referenced property. This letter serves as a pro-rated bill for 2011 Town & County Tax.

**2011 Town & County                      \$ 68.44**  
**Due by:                                      November 30, 2011**

Please make your check payable to the: **Commissioner of Finance** and **MAIL WITH A COPY OF THIS BILL** to:

Oneida County Commissioner of Finance  
800 Park Avenue  
Utica, New York 13501

Payments must reach our office by November 30, 2011 to avoid re-levy of taxes. You may pay in Person at the Finance Department, 5th Floor of the Oneida County Office Building weekdays between 8:30 AM and 5:00 PM. Please call 266-6144 for further information regarding this bill.

Sincerely,

Daniel Yerdon  
Deputy Commissioner of Finance-Real Estate  
DY/rls  
Enc.

STATE OF NEW YORK  
COUNTY - Ulster  
CITY - Ulster  
SMIS - 301600

2011 COUNTY TAX ROLL  
TAXABLE SECTION OF THE ROLL - 1  
ACCOUNT NUMBER SEQUENCE  
UNIFORM PERCENT OF VALUE IS 075.00

PAGE 413  
VALUATION DATE-AUG 01, 2010  
TAXABLE STATUS DATE-AUG 01, 2010

| TAX MAP PARCEL NUMBER | CURRENT OWNERS NAME                                                                         | PROPERTY LOCATION & CLASS                                                                                                                                                            | ASSESSMENT                           | EXEMPTION CODE | COUNTY | CITY   | TAX AMOUNT |
|-----------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------|--------|--------|------------|
| 318-30-3-7            | BARNES, DOROTHY<br>Ulster, NY 11902                                                         | 920 BRAYTON PARK Pl<br>210 1 Family Res<br>Ulster City<br>4-03-01-011 40X113<br>318-030-000-007 000/0000<br>FNNY 40.00 DPTH 113.00<br>REED BOOK 2005 PG-12378<br>FULL MARKET VALUE   | 6,100<br>34,200<br>113,000<br>45,600 |                | Ulster | Ulster | 306.20     |
| TOTAL TAX ---         |                                                                                             |                                                                                                                                                                                      |                                      |                |        |        |            |
| 318-30-3-8            | San Dem<br>1203 York St<br>Ulster, NY 11902                                                 | 524 BRAYTON PARK Pl<br>220 2 Family Res<br>Ulster City<br>4-03-01-011 40X113<br>318-030-000-008 000/0000<br>FNNY 40.00 DPTH 113.00<br>REED BOOK 2005 PG-12378<br>FULL MARKET VALUE   | 6,100<br>37,000<br>113,000<br>49,300 |                | Ulster | Ulster | 306.20     |
| TOTAL TAX ---         |                                                                                             |                                                                                                                                                                                      |                                      |                |        |        |            |
| 318-30-3-9            | Rosenberg, Don S<br>Barnes, Dorothy<br>Barnes, Dorothy<br>PO Box 594<br>Old Forge, NY 13420 | 526 926 BRAYTON PARK Pl<br>220 3 Family Res<br>Ulster City<br>4-03-01-013 40X113<br>318-030-000-009 000/0000<br>FNNY 40.00 DPTH 113.00<br>REED BOOK 2872 PG-189<br>FULL MARKET VALUE | 6,100<br>37,200<br>113,000<br>49,600 |                | Ulster | Ulster | 306.20     |
| TOTAL TAX ---         |                                                                                             |                                                                                                                                                                                      |                                      |                |        |        |            |
| 318-30-3-10           | Jordan Property Management LLC<br>PO Box 57<br>New Hartford, NY 13413                       | 530 BRAYTON PARK Pl<br>220 3 Family Res<br>Ulster City<br>4-03-01-013 40X113<br>318-030-000-010 000/0000<br>REED BOOK 2008 PG-21424<br>FULL MARKET VALUE                             | 6,100<br>50,700<br>113,000<br>67,600 |                | Ulster | Ulster | 306.20     |
| TOTAL TAX ---         |                                                                                             |                                                                                                                                                                                      |                                      |                |        |        |            |

6844

[ FILE COPY ]

*This Indenture*, Made the 11th day of October 2011 Between the Board of County Legislators of the County of Oneida, State of New York of the first part, and of the second part.

Joanne C. Grimaldi  
48 Greenacres Dr.  
Whitesboro, NY 13492

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three Thousand Two Hundred and 00/100 Dollars, lawful money of the United States, paid by the said party of the second part, does hereby remise, release and forever quit claim unto the said party of the second part, his heirs and assigns forever, ALL THAT PIECE OF PARCEL OF LAND SITUATE IN THE TOWN OF UTICA, County of Oneida, State of New York and described as follows:

301600 318.30-3-9 PW 2007  
BROSEMER JON S \$393.86  
BRAYTON PARK PL  
4-03-01-012 40X113  
318 030-0003-009 000/0000

This property is being sold subject to the rights and privileges of members of the armed forces of the United States to redeem, pursuant to Federal Statute.

Being the premises conveyed to the Board of County Legislators by tax sale deed dated December 31, 2007 as recorded on 10/04/11 in the Oneida County Clerk's Office as Instrument Number 2011-014644.

Pursuant to Resolution Number 240 dated September 28, 2011.

This conveyance is made by the party of the first part, and accepted by the party of the second part, with the full understanding that the party of the second part is not to transfer or convey the above premises to any party who was an owner and/or mortgagee thereof within the period of five years immediately prior to the date of this deed. If such prohibited conveyance is made by the party of the second part, then immediately thereupon (a) this conveyance may, at the election of the party of the first part, become null and void to the party of the second part, his successors and assigns and (b) title to the above premises shall revert to the party of the first part.

2011421705 Clerk: MJB

2011-015542  
10/18/2011 08:21:01 AM  
DEED  
3 Pages  
Sandra J. DePerno, Oneida County Clerk

Prosemer, S

Paddle # 18

**REAL ESTATE AUCTION  
(BIDS SUBJECT TO CONFIRMATION)  
ONEIDA COUNTY FINANCE DEPARTMENT  
800 PARK AVENUE, UTICA, NEW YORK 13501  
315-798-5760**

MEMORANDUM OF AGREEMENT

August 18, 2011

The undersigned hereby offers to purchase the following PARCEL OF LAND as listed:

TAX MAP # 1600 318.030-3-9

BID # 11-2-6

AMOUNT OF BID \$ 3,200.00

Tendered as follows: CASH \$            CHECK # 3293 CHECK \$ 960

- 1) A down payment of \$ 960 which is 30% of the bid amount. **Balance plus minimum NYS recording fee of \$185.00, due within thirty (30) days after date of auction.\***  
\*Commercial/Vacant \$310 min recording

OR

- 2) Full bid amount plus deed recording fee totaling \$
- 3) **Minimum bid is \$100.00**

**I hereby agree:**

Neither deposit nor full bid amount will be returned before or after approval of the bid by the Board of Legislators.

EXCEPTIONS: Void of sale by Board of Legislators, any and all claims by U.S. Government.

After final approval by the Board of Legislators, a **Quit-Claim Deed** will be issued to the purchaser.

**I hereby agree:**

- 1. The County of Oneida makes no promises or statements of fact about any parcel which is being offered for sale. No employee or agent of the County of Oneida has any authority to make any promises or representations of any nature concerning any of these parcels. It is the responsibility of each bidder to investigate any and all aspects of the status of each parcel which I/we may desire to purchase **PRIOR TO BIDDING ON THE PARCEL.**
- 2. I/we are strongly encouraged to go to the property(ies) you are interested in and examine them in person from the sidewalk or street. I/we are, however, prohibited from trespassing on the property(ies) or entering into the building(s), if applicable. This restriction also applies to the highest bidder on the property until the quit claim deed transferring ownership from the County to the new owner is recorded in the County Clerk's Office.
- 3. In most cases, a picture of the property is available for viewing in this office. A map and tax information are available for each parcel. Tax maps are only representations and may depict a proposed development or road. The County does not guarantee that the development or road actually exists, nor does it guarantee the eventual creation of any development or road. Tax maps do not represent exact dimensions. You are also encouraged to obtain the zoning regulations from the municipality where the property is located.
- 4. No representation is made as to the condition or validity of title to the parcels to be sold. Abstracts of title and land surveys will not be furnished.
- 5. Any bills not yet received by this office will be the responsibility of the new owner. This includes all fees and taxes from other municipalities. City, school, water and sewer tax lien/fee information must be obtained from the collector for the municipality in which the property is located. Liens and mortgages on the properties are on file at the County Clerk's Office.

Page 1 of 3 Initials of Bidder JLJ



6. The buyer will be responsible for all City and School taxes and other municipal liens, fees, or taxes. This includes amount due prior to filing the deed as well as after filing. Under intermunicipal agreement, properties sold in the City of Rome are free and clear of all delinquent city, and delinquent county tax liens. However, the buyer will be responsible for the pro-rata portion of the current County, City and School taxes if the Board of Legislators accepts the bid. This department reserves the right to withdraw any property from the auction without notice or combine any properties and sell them as one.
7. At the time of the auction, all highest bidders must sign a memorandum of agreement wherein the highest bidder affirms that he or she is not acting on behalf of the former owner(s). If this provision is violated, the highest bidder will be liable for any excess of taxes, penalties, interest, and administrative costs over the amount of said auction bid. Said amounts will be subject to relevy. I/we hereby certify that there are no delinquent county taxes due and owing beyond the current year on other properties located in Oneida County owned by me and/or any corporation, partnership, etc., as represented hereunder. In the event that the Commissioner of Finance finds such delinquent county taxes outstanding as of the date of auction, and as described above, said Commissioner is directed by the Board of Legislators to reject such bid(s) and may do so at any time. I/we hereby acknowledge that with any violation of this provision, any and all deposits will be forfeited to the County of Oneida, and the Commissioner of Finance may cause a deed to be filed transferring title to the Oneida County Board of Legislators.
8. Oneida County reserves the right to refuse any bid.
9. If Oneida County accepts the bid, you are prohibited from selling the property of the former owner for a period of five (5) years. If the property is occupied, and the buyer of the property wants the property vacated, the buyer will be responsible for the eviction of the occupants.
10. If the highest bid on the property is more than \$1,000, the highest bidder will be required to deposit 30% of the bid at the time of the auction, with the balance and deed recording fee due 30 days after date of auction. In the event that the highest bid is \$1,000 or less, the full amount of the bid and a minimum \$100.00 deed recording fee must be deposited at the auction.
11. All bids must be approved by the Oneida County Board of Legislators at a regular or special meeting of the Board to be held at a date subsequent to this offer. If the balance of your bid is not submitted within the thirty (30) days after the date of the auction, **the deposit will be forfeited**. Bid offers/deposits held by the Commissioner of Finance and the Board of Legislators for approval will not be returned unless the Commissioner, his or her designee, or the Board of Legislators reject the offer. I/we agree that any withdrawal of any offer by me/us prior to acceptance or rejection of that offer **will cause forfeiture of the bid and/or deposit(s)**.
12. The Commissioner of Finance or his designated deputy may reject a bid at any time.
13. Upon acceptance of the offer and if payment of the balance of the purchase price and all applicable charges have been received, the County of Oneida will convey all its rights, title and interest in such property to purchaser by Quit-Claim Deed(s). There are no warranties or representations regarding the property, its condition, size, location or title hereto. Pursuant to a resolution passed by the Oneida County Board of Legislators, the Quit-Claim Deed(s) issued will be filed in the County Clerk's Office. There is a minimum \$100.00 charge for this service. Successful bidders will be required to provide their social security number for a Real Property Transfer Gains Tax Affidavit. Identification which has a photograph, such as a driver's license, will also be required so that signatures may be notarized.
14. It is the responsibility of each prospective purchaser to investigate any and all aspects of the status of each parcel which he or she may desire to purchase.

The County makes no representation as to the condition of the property(ies) concerning environmental problems. Each bidder assumes all responsibility for having previously checked the condition of the property(ies) and the County assumes no responsibility for any environmentally hazardous conditions on the property(ies).



15. Prior to bidding, the bidder or agent should have conducted any investigations he or she may deem necessary, including, but not limited to:

- a. The status of the title and description of the property;
- b. The existence of any liens, encumbrances or easements affecting the property.
- c. The effect, if any, of any local laws, ordinances, Adirondack Park Agency or Department of Environmental Conservation regulations and/or other legal restrictions or conditions which may affect the premises, including any of the following:
  - 1. Zoning;
  - 2. Subdivision regulations;
  - 3. Sewerage or the presence of any possible toxic or harmful wastes;
  - 4. Water;
  - 5. Any and all other matters pertaining to public health; together with such other matters as the prospective purchaser or his/her agent deems appropriate.

I hereby agree and affirm that I am **NOT** acting as purchaser, agent or in any other capacity on behalf of the former owner(s) of said property described above. If this provision is violated, the Commissioner of Finance may at his/her discretion demand the highest bidder pay any excess of taxes, penalties, interest, and administrative costs over the amount of the auction bid. The Commissioner of Finance may at his/her discretion take the necessary actions to levy same. However, the Commissioner of Finance at his/her discretion, may declare conveyance to the highest bidder, his or her successors and/or assigns, null and void wherein the Commissioner will cause a deed to be filed transferring title to the Oneida County Board of Legislators. Any deposit(s) will not be returned and will be forfeited.

The undersigned concedes that he/she has made investigations of the property and the title thereto as he/she deems necessary, and he/she is relying solely thereon and **NOT** upon any statements, photographs, or representations of Oneida County, its agents or employees.

I hereby agree that the Commissioner of Finance reserves the right to refuse or cancel any bid at any time for any reason prior to the final approval by the Board of Legislators.

*Joanne C. Grimaldi*

*Kathy H. Albion*

Signature of Bidder

Deputy Commissioner of Finance

Social Security Number

Telephone Number

**IF BID IS ACCEPTED PREPARE DEED AS FOLLOWS:**

Print Name: Joanne C. Grimaldi

Address: 48 Greenacres Dr  
Whitesboro NY 13492

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

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

TO: Clerk, Board of Legislators  
FROM: Department of Finance

DATE: October 11, 2011

.....  
TAX MAP NO:1600 318.030-3-9 PW

FORMER OWNER: Brosemer Jon S.  
LOCATION: Brayton Park Pl.  
TOWN: Utica

PAYMENT MADE:  
\$ 3,200 BID

JE 2 PG 81

---

INSTRUCTIONS:

REDEMPTION RECEIPT  
X RESOLUTION # 240

PREPARE DEED AS FOLLOWS:  
Joanne C. Grimaldi  
48 Greenacres Dr.  
Whitesboro, NY 13492

DATE: September 28, 2011

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

September 29, 2011

Joanné Grimaldi  
48 Greenacres Dr.  
Whitesboro NY 13492

RE: Bid#: 11-2-6  
Tax Map#: 1600 318.030-3-9 PW  
Location: Utica

Dear Joanne Grimaldi:

On September 28, 2011, the Oneida County Board of Legislators met and accepted your bid offer on the property listed above from the August 18, 2011 property auction. We are now in the process of recording the Quit Claim Deed.

You can not enter the property until the deed is filed within the County Clerk's office. The recording process will be completed by the County Clerk's office in a few weeks.

If you have any questions, I may be reached at 315-798-5760.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Yerdon', written over a horizontal line.

Daniel W Yerdon  
Deputy Commissioner of Finance  
Real Estate  
DWY/rls

ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

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

April 24, 2012

FN 20

12-215



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

GOVERNMENT OPERATIONS

**WAYS & MEANS**

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit 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

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

Anthony J. Picente, Jr.  
County Executive

Date

4/25/12

**MORTGAGE TAX RECEIPTS AND DISTRIBUTION**  
**FOR THE PERIOD ENDING MARCH 2012**

**WHEREAS:** The Oneida County Clerk and the Commissioner of Finance  
Have prepared and submitted to the Board of County Legislators their  
joint Semi-annual report on the Mortgage Tax Receipts, and:

**WHEREAS:** This report shows the credit statement to the sum of \$1,176,223.02 to be  
Distributed to the various towns, cities and villages pursuant to  
Section 261 of the Tax Law, now therefore, be it hereby

**RESOLVED:** That the Oneida County Commissioner of Finance be, and hereby is  
Authorized and directed to remit payments in the amount shown in  
Said semi-annual report on the Mortgage Tax Receipts.

**APPROVED:**



NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

COUNTY OF Oneida County FOR THE PERIOD OF October 2011 THROUGH March 2012  
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

TAX RATE: 0.9109751718

| Months | BASIC TAX DISTRIBUTED          |                                                      |                                        |                                   |                                                                        |                                           | TREASURER                  |                                                           |                   |                                | ALL OTHER TAXES DISTRIBUTED         |                                              |  |  |
|--------|--------------------------------|------------------------------------------------------|----------------------------------------|-----------------------------------|------------------------------------------------------------------------|-------------------------------------------|----------------------------|-----------------------------------------------------------|-------------------|--------------------------------|-------------------------------------|----------------------------------------------|--|--|
|        | 1<br>Basic<br>tax<br>collected | 2<br>Interest<br>received by<br>recording<br>officer | 3<br>Recording<br>Officer's<br>expense | 4<br>Refunds<br>or<br>adjustments | 5<br>Amount<br>paid<br>treasurer<br>(Col 1 + Col 2 -<br>Col 3 - Col 4) | 6<br>Interest<br>received by<br>Treasurer | 7<br>Treasurers<br>expense | 8<br>Tax districts<br>share<br>(Col 5 + Col 6 -<br>Col 7) | 9<br>Local<br>Tax | 10<br>Additional<br>Tax<br>CNY | 11<br>Special<br>assistance<br>fund | 12<br>Special<br>additional<br>tax<br>SONYMA |  |  |
| Oct    | 237,837.50                     | 7.02                                                 | 19,090.29                              | 0.00                              | 218,754.23                                                             | 0.00                                      | 0.00                       | 218,754.23                                                |                   | 96,811.82                      |                                     | 77,899.35                                    |  |  |
| Nov    | 207,189.00                     | 10.78                                                | 19,454.17                              | 0.00                              | 187,745.61                                                             | 0.00                                      | 0.00                       | 187,745.61                                                |                   | 83,094.08                      |                                     | 60,535.32                                    |  |  |
| Dec    | 269,193.00                     | 10.52                                                | 18,956.44                              | 0.00                              | 250,247.08                                                             | 0.00                                      | 0.00                       | 250,247.08                                                |                   | 113,854.70                     |                                     | 89,187.01                                    |  |  |
| Jan    | 189,176.13                     | 10.85                                                | 19,035.72                              | 0.00                              | 170,151.26                                                             | 0.00                                      | 0.00                       | 170,151.26                                                |                   | 76,565.20                      |                                     | 60,205.86                                    |  |  |
| Feb    | 197,270.50                     | 9.69                                                 | 18,937.51                              | 0.00                              | 178,342.68                                                             | 0.00                                      | 0.00                       | 178,342.68                                                |                   | 80,108.45                      |                                     | 64,915.42                                    |  |  |
| Mar    | 190,503.00                     | 10.24                                                | 19,531.08                              | 0.00                              | 170,982.16                                                             | 0.00                                      | 0.00                       | 170,982.16                                                |                   | 75,683.77                      |                                     | 53,967.80                                    |  |  |
| Apr    |                                |                                                      |                                        |                                   |                                                                        |                                           |                            |                                                           |                   |                                |                                     |                                              |  |  |
| May    |                                |                                                      |                                        |                                   |                                                                        |                                           |                            |                                                           |                   |                                |                                     |                                              |  |  |
| Jun    |                                |                                                      |                                        |                                   |                                                                        |                                           |                            |                                                           |                   |                                |                                     |                                              |  |  |
| Jul    |                                |                                                      |                                        |                                   |                                                                        |                                           |                            |                                                           |                   |                                |                                     |                                              |  |  |
| Aug    |                                |                                                      |                                        |                                   |                                                                        |                                           |                            |                                                           |                   |                                |                                     |                                              |  |  |
| Sep    |                                |                                                      |                                        |                                   |                                                                        |                                           |                            |                                                           |                   |                                |                                     |                                              |  |  |
| Totals | 1,291,169.13                   | 59.10                                                | 115,005.21                             | 0.00                              | 1,176,223.02                                                           | 0.00                                      | 70.00                      | 1,176,223.02                                              |                   | 526,118.02                     |                                     | 406,710.76                                   |  |  |

*James P. Walker* Recording Officer

*James Curran* Treasurer

Distribution Statement  
(Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

**PART II**

Credit Statement  
(Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

|                            | 2                      | 3           | 4           | 5                   | 6                       |
|----------------------------|------------------------|-------------|-------------|---------------------|-------------------------|
|                            | Taxes Collected        | *Additions  | *Deductions | Taxes Adj. Corr     | Amount Due Tax District |
| MUNICIPALITY               |                        |             |             |                     |                         |
| ANNSVILLE                  | 12,596.50              | 0.00        | 0.00        | 12,596.50           | 11,475.10               |
| AUGUSTA                    | 8,060.00               | 0.00        | 0.00        | 8,060.00            | 7,342.46                |
| AVA                        | 1,188.00               | 0.00        | 0.00        | 1,188.00            | 1,082.24                |
| BOONVILLE                  | 32,191.13              | 0.00        | 0.00        | 32,191.13           | 29,325.31               |
| BRIDGEWATER                | 4,065.50               | 0.00        | 0.00        | 4,065.50            | 3,703.57                |
| CAMDEN                     | 33,522.00              | 0.00        | 0.00        | 33,522.00           | 30,537.71               |
| DEERFIELD                  | 35,721.00              | 0.00        | 0.00        | 35,721.00           | 32,540.94               |
| FLORENCE                   | 2,482.50               | 0.00        | 0.00        | 2,482.50            | 2,261.50                |
| FLOYD                      | 24,839.00              | 0.00        | 0.00        | 24,839.00           | 22,627.71               |
| FORESTPORT                 | 21,287.00              | 0.00        | 0.00        | 21,287.00           | 19,391.93               |
| KIRKLAND                   | 73,211.17              | 0.00        | 0.00        | 73,211.17           | 66,693.56               |
| LEE                        | 47,542.50              | 0.00        | 0.00        | 47,542.50           | 43,310.04               |
| MARCY                      | 55,321.50              | 0.00        | 0.00        | 55,321.50           | 50,396.51               |
| MARSHALL                   | 9,584.50               | 0.00        | 0.00        | 9,584.50            | 8,731.24                |
| NEW HARTFORD               | 187,471.50             | 0.00        | 0.00        | 187,471.50          | 170,781.88              |
| PARIS                      | 26,596.00              | 0.00        | 0.00        | 26,596.00           | 24,228.30               |
| REMSEN                     | 16,614.00              | 0.00        | 0.00        | 16,614.00           | 15,134.94               |
| ROME                       | 142,758.00             | 0.00        | 0.00        | 142,758.00          | 130,048.99              |
| SANGERFIELD                | 9,657.00               | 0.00        | 0.00        | 9,657.00            | 8,797.29                |
| STEUBEN                    | 7,273.50               | 0.00        | 0.00        | 7,273.50            | 6,625.98                |
| TRENTON                    | 31,664.00              | 0.00        | 0.00        | 31,664.00           | 28,845.12               |
| UTICA                      | 185,851.83             | 0.00        | 0.00        | 185,851.83          | 169,306.40              |
| VERNON                     | 49,724.00              | 0.00        | 0.00        | 49,724.00           | 45,297.33               |
| VERONA                     | 34,992.50              | 0.00        | 0.00        | 34,992.50           | 31,877.30               |
| VIENNA                     | 35,412.50              | 0.00        | 0.00        | 35,412.50           | 32,259.91               |
| WESTERN                    | 13,417.00              | 0.00        | 0.00        | 13,417.00           | 12,222.55               |
| WESTMORELAND               | 46,203.00              | 0.00        | 0.00        | 46,203.00           | 42,089.79               |
| WHITESTOWN                 | 141,922.00             | 0.00        | 0.00        | 141,922.00          | 129,287.42              |
| <b>Total Tax Districts</b> | <b>28 1,291,169.13</b> | <b>0.00</b> | <b>0.00</b> | <b>1,291,169.13</b> | <b>1,176,223.02</b>     |

\*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers



ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

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

May 1, 2012

FN 20 17 - 216



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

GOVERNMENT OPERATIONS  
WAYS & MEANS

Dear Mr. Picente:

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

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

| <u>NUMBER</u> |             | <u>AMOUNT</u> |
|---------------|-------------|---------------|
| 2             | REFUNDS     | \$ 2,152.48   |
| 8             | CORRECTIONS | \$ 3,543.91   |

Sincerely

Anthony Carvelli  
Commissioner of Finance

AC:kp  
Enclosure

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

Anthony J. Picente, Jr.  
County Executive

Date 5/7/12

# ONEIDA COUNTY HEALTH DEPARTMENT

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

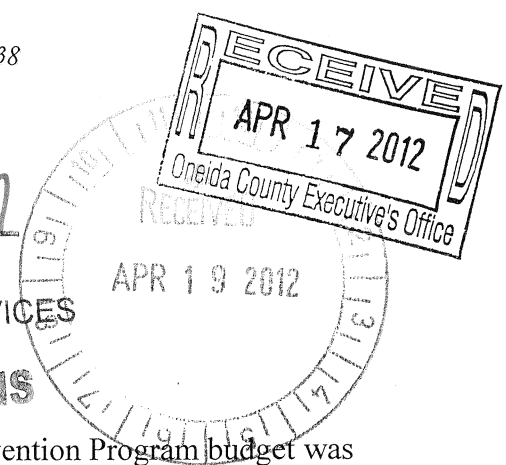
April 13, 2012

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

FN 20 12-217

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

When preparing the County budget for 2012, the Lead Primary Prevention Program budget was based on a 12 month expected timeframe. In September 2011, the New York State Department of Health (NYSDOH) indicated they would offer a six (6) month extension budget from October 1, 2011 through March 31, 2012 and then realign the grant to a full year.

Due to that change, money that was originally allocated for the Codes Enforcement partnership with the City of Utica was not needed during the extension period. We have received approval from NYSDOH to move \$13,696 of those funds to purchase computer tablets, software, and cell service to increase the efficiency and effectiveness of the inspection program.

We are, therefore, requesting the following transfer for the **2012** fiscal year:

|                                                    |                        |
|----------------------------------------------------|------------------------|
| <b>From:</b> A4062.495 – Other Expenses .....      | \$13,696               |
| <b>To:</b> A4062.195 – Other Fees & Services ..... | \$ 1,769               |
| A4062.212 – Computer Hardware .....                | 5,094                  |
| A4062.295 – Other Equipment .....                  | 600                    |
| A4062.411 – Office Supplies .....                  | 180                    |
| A4062.4163 – Cellular Telephone Charges .....      | 2,160                  |
| A4062.492 – Computer Software & Licenses .....     | 3,893                  |
|                                                    | <b>Total: \$13,696</b> |

Please request the Board of Legislators to act upon the above-mentioned transfer.

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

Sincerely,

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

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

Anthony J. Picente, Jr.  
County Executive

Date 4/18/12

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

# ONEIDA COUNTY HEALTH DEPARTMENT

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

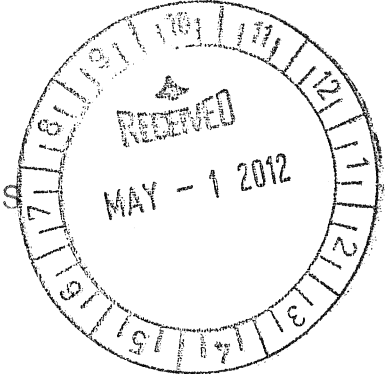
March 29, 2012

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

FN 20 12-218

HEALTH & HUMAN SERVICES

WAYS & MEANS



Re: C-024629  
Contractor Name: Oneida County Health Department  
COLA Amount: \$2,221.00  
Contract Initiative: children with Special Health Care Needs

Dear Mr. Picente:

Attached are five (5) copies of an amendment between Oneida County through its Health Department and New York State Department of Health-Children with Special Health Care Needs Program.

This amendment is for contract year April 1, 2011 through March 31, 2012 in the amount of \$2,221.00. Payment of the Cost of Living Adjustment will be made separately from authorized contract payments. Cost of Living Adjustment Funds must be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during this fiscal year.

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

Sincerely,

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

GDJ/bc  
Attachments

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

Anthony J. Picente, Jr.  
County Executive

Date 4/16/12

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Special Children Services

**NAME AND ADDRESS OF VENDOR:** NYS Department of Health, Bureau of Maternal and Child Health, Administration Unit, Corning Tower - Room 878, Albany NY 12237

**VENDOR CONTACT PERSON:** Richard Porter, Senior Accountant  
Bureau of Maternal and Child Health  
Administration Unit, NYS Department of Health

**DESCRIPTION OF CONTRACT:** The Children with Special Health Care Needs Program (CSHCN) is a public health program that provides information and referral services for health and related areas for families of CSHCN.

**CLIENT POPULATION SERVED:** Children 0 – 21 who have or are suspected of having a serious or chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.

**NYS FISCAL YEAR:** APRIL 1, 2011 THROUGH MARCH 31, 2012

**COLA AMOUNT:** \$2,221.00

       NEW                             RENEWAL                         X    AMENDMENT

**FUNDING SOURCE:** Grant Award for cost of living adjustment (COLA)

**ACCOUNT NUMBER:** A3401.02

|                                 |            |    |                         |
|---------------------------------|------------|----|-------------------------|
| State Funds                     | \$2,221.00 |    |                         |
| County Dollars - Previous Grant |            | \$ | <u>      0.00      </u> |
| County Dollars - This Grant     |            | \$ | <u>      0.00      </u> |

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

**DATE:** March 29, 2012

**NEW YORK**  
state department of  
**HEALTH**

Nirav R. Shah, M.D., M.P.H.  
Commissioner

Sue Kelly  
Executive Deputy Commissioner

December 1, 2011

Contractor Name: Oneida County Health Department  
Contract Number: C-024629  
COLA Amount: \$2,221  
Contract Initiative: Children with Special Health Care Needs

Dear Contractor:

Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 59 of the Laws of 2011, the 2011-12 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2011 and March 31, 2012.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. The certification and standard voucher should be returned to this office as soon as possible.

Sincerely,



Richard Porter  
Senior Accountant  
Bureau of Maternal and Child Health  
Administration Unit  
NYS Department of Health  
Empire State Plaza  
Coming Tower - Room 878  
Albany, NY 12237-0657

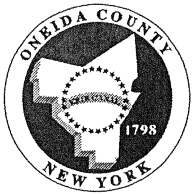
This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2011-12 State fiscal year.

Signed: \_\_\_\_\_

Title: County Executive

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

Attachment - Standard Voucher



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

May 4, 2012

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

FN 20 12-219

PUBLIC WORKS

WAYS & MEANS



Re: Establishment of Capital Project HG-449

Dear County Executive Picente:

As you are all aware the County is under a consent order to fix the various problems concerned with the wet weather overflows from the Sauquoit Creek Pumping Station. Part of the work involves evaluating the Sauquoit Creek Pumping Station and associated force main. Fortunately, the New York State Environmental Facilities Corporation (NYSEFC) has accepted the planning and design stages of this portion of the project for funding through their agency. This will result in the County paying a lower interest rate on the bonds.

As part of the application process, a resolution as already been passed by the Board of Legislators authorizing the submittal of the application for funding from the NYSEFC.

I therefore request your Board approval to establish Capital Project HG-449 - C/O Sauquoit Creek Pump Station & Forcemain - Planning & Design, as follows:

Table with 4 columns: Item, PROPOSED, CHANGE, PROPOSED. Rows include Bonding and TOTAL.

I also, respectfully request to have your Board act on this legislation at their earliest possible convenience.

Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Handwritten signature of Steven P. Devan

Steven P. Devan, P.E. Commissioner

CC: County Attorney Comptroller Budget Director

Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive Date 5/7/12



**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

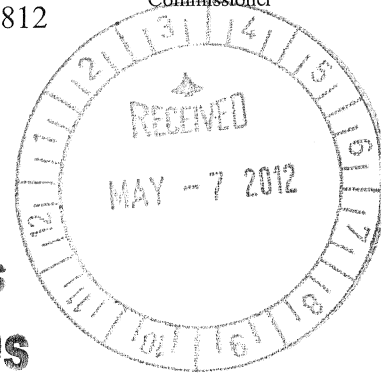
May 4, 2012

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

FN 20 12-220

**PUBLIC WORKS**

**WAYS & MEANS**



Re: Work Order 12 Amendment 2, Sludge Disposal Alternatives  
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.

The United States Environmental Protection Agency (USEPA) has promulgated new rules regarding the incineration of sewage sludge. By the end of 2015, the current incineration process needs to be brought up to these new standards or an alternative method of sludge processing needs to be in place.

Under existing Work Order #12, Shumaker team is conducting an evaluation of the WPCP and its potential for expansion. Part of this evaluation includes the projected amount of sludge that would be generated from an expanded facility. Given the new USEPA regulations and the deadlines contained therein, I thought it prudent to expand the scope of services under this work order to include the evaluation and recommendation of sludge processing alternatives for the facility. It makes sense for the Shumaker team to do this evaluation as they will be looking at and recommending changes to other processes at the facility.

Under this amended work order, the Shumaker team will be evaluating the current method of sludge incineration, the impact of the new USEPA regulations and the changes that will have to be implemented to comply with these regulations. The team will also be doing analysis of other sludge processing alternatives to see if they are viable by comparing them to the current method of incineration, the upgrades that will have to be done to the incineration process to meet the new regulations and the current lifecycle of the existing incineration equipment.

Shumaker has submitted for consideration Work Order 12, Amendment 2 which would perform the tasks detailed above as outlined in the document attached to this letter. Department staff has reviewed Work Order 12, Amendment 2 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$52,000. Funding for this work order is provided by capital project HG-448.

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#12, Amend 2, 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 sludge processing alternatives for the Oneida County Water Pollution Control Plant (OCWPCP) given new USEPA regulations.

**2) Program/Service Objectives and Outcomes:** Produce a recommended sludge processing alternative for the OCWPCP that can be implemented by 2015.

**3) Program Design and Staffing:** Shumaker Engineering will provide the services with over site from WQ&WPC

**Total Funding Requested:** \$52,000      **Account #:** HG448

**Oneida County Dept. Funding Recommendation:** Funding for this work order will be tracked with capital project HG448.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** This work will be funded through capital project HG448

**Cost Per Client Served:** \$0.42 per person based on project face value and estimated population served

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** An evaluation of sludge processing alternatives for the OCWPCP is warranted given new USEPA sludge incineration regulations.



**WORK ORDER 12 – AMENDMENT NO. 2**

**WATER POLLUTION CONTROL PLANT AND PUMP STATION EVALUATION  
CWSRF No. C6-6070-08-00**

**I. PROJECT UNDERSTANDING**

This amendment indicates changes to Work Order 12 – Water Pollution Control Plant and Pump Station Evaluation between Shumaker Consulting Engineering & Land Surveying, P.C. (SCE) and Oneida County (County) dated January 31, 2011, and approved by the Oneida County Board of Legislators on March 16, 2011. This amendment is made a part of the approved Work Order 12.

Services will generally include the evaluation of the existing incinerators and alternatives for sludge disposal other than incineration. The scope of services under the existing Work Order 12 includes a brief assessment of the existing solids handling facilities at the Water Pollution Control Plant (WPCP). The scope of that assessment is limited to quantifying the required in-kind expansion of solids treatment facilities as a result of projected new flows and loads at the WPCP. The current scope of services does not include a detailed evaluation of the fluidized bed incinerators at the plant, or an analysis of sludge disposal alternatives. This amendment expands the current scope of work to include a detailed incinerator evaluation and analysis of sludge disposal alternatives.

The United States Environmental Protection Agency (USEPA) recently enacted a new Sewage Sludge Incinerator Maximum Achievable Control Technology (SSI MACT) rule (40 CFR 60). The rule regulates air quality from sewage sludge incinerators, similar to the units currently operated by the County. The County is required to evaluate the viability of the existing incinerators, as well as alternative methods for sludge disposal if incineration is no longer viable.

**II. SCOPE OF SERVICES**

**A. Task 1: Initiation**

The SCE Team will discuss the incinerator evaluation project scope, objectives, personnel, lines of communication, and schedule at a progress meeting for the WPCP/SCPS evaluation project. During this meeting we will identify our data needs and make arrangement to obtain data from the County. Data needs will include stack testing of the incinerators. Stack testing services will be provided by others.

**B. Task 2: Stack Testing and Data Review**

The SCE Team will assist the County in developing a Request for Proposal (RFP) for stack testing services. The Team will review data collected from the County, including stack test data obtained by others, sludge production data, and incinerator operation data including fuel usage.

**C. Task 3: Basis of Evaluation**

The SCE Team will prepare a brief technical memorandum summarizing our review of the data. In our memorandum we will contrast the stack test data with emission limits published in the SSI MACT rule and offer our initial thoughts on how compliance can be achieved through operational changes and/or capital investments. We will summarize the operation data obtained from the County and present a basis of evaluation (ex. sludge production lbs/d, fuel cost, and labor cost) that will be used to evaluate sludge disposal options. We will review the memorandum with the County at one of our regular progress meetings, and finalize the basis of evaluation incorporating the County's comments.

**D. Task 4: Incinerator Upgrades**

The SCE Team will identify and further develop steps necessary to rehabilitate and upgrade the incinerator operation to comply with the SSI MACT rule and maintain operations for a 20-year planning period. This includes operational improvements and capital upgrades necessary to comply with the rule's emission standards. Budget estimates will be prepared for these improvements.

**E. Task 5: SSI MACT Reporting**

The SCE Team will identify and prepare an opinion of cost for future administrative efforts associated with the SSI MACT rule. These costs include Title V permitting, additional reporting, and recordkeeping.

**F. Task 6: Preliminary Screening**

The SCE Team will identify a list of non-incineration alternatives for sludge disposal. Utilizing planning level information from past projects, the SCE Team will perform an initial screening of these alternatives including pros and cons of each. This screening will reduce the number of alternatives to be evaluated in greater detail to a couple of the most viable for the County.

**G. Task 7: Detailed Evaluation**

Alternatives identified in the preliminary screening phase will be evaluated in greater detail, which will involve identifying equipment needs, developing conceptual layout diagrams, obtaining budget proposals from vendors, preparing conceptual cost estimates, estimating O&M costs, and summarizing net present worth based on a 20-year planning period. Alternatives to be evaluated include at a minimum hauling sludge offsite for disposal and upgrading the existing incinerators.

**H. Task 8: Report**

The SCE Team will prepare a draft report summarizing our findings. We will meet with the County to discuss the draft report and obtain comments. The report will then be finalized addressing comments received from the County. Five (5) copies of the report will be provided. The Incinerator Evaluation Report will be separate from the WPCP/SCPS Evaluation Report. NYSDEC review of the Incinerator Evaluation Report is not anticipated and is excluded this scope of services.

**I. Task 9: Funding**

The SCE Team will use our contacts at NYSERDA to investigate possible funding assistance from the authority. NYSERDA often has programs available for energy efficiency improvements to solids handling that may pay for part of the project.

**III. SCHEDULE**

Portions of the incinerator evaluation will be performed in conjunction with Work Order 12. The final report for Work Order 12 is due on August 31, 2012; however, the Incinerator Evaluation Report will be submitted after the WPCP/SCPS report associated with Work Order 12 in order to fully incorporate relevant aspects of the WPCP/SCPS Evaluation. The SCE Team will complete the work of this Work Order amendment by October 31, 2012.

**IV. 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 for Amendment No. 2 through October 31, 2012 as outlined in Section II is estimated to be \$52,000. See Table 1.
- B. The total compensation for Work Order 12, including Amendment No. 2, will increase from \$627,000 to \$679,000.
- C. Payments for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during the period.
- D. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

**V. STANDARD TERMS AND CONDITIONS**

The services described above will be completed as Work Order No. 12 – Amendment No. 2 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 amendment is hereby duly executed between Consultant and Client.

**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        | \$140.00           |
| Land Surveyor II            | \$148.00           |
| Managing Engineer I         | \$140.00           |
| Sr. Project Engineer        | \$127.00           |
| Land Surveyor I             | \$104.00           |
| Project Engineer            | \$116.00           |
| Engineer                    | \$99.00            |
| Environmental Scientist III | \$90.00            |
| Sr. Eng Technician          | \$78.00            |
| Assistant Engineer          | \$81.00            |
| Environmental Scientist II  | \$87.00            |
| Engineering Technician      | \$57.00            |
| Jr. Engineer                | \$72.00            |
| Environmental Scientist I   | \$57.00            |
| Technician                  | \$51.00            |
| Technical Typist            | \$55.00            |
| Party Chief (Field)         | \$82.00            |
| Instrument Person (Field)   | \$60.00            |
| Rod Person (Field)          | \$57.00            |

**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 (F/K/A STEARNS & WHEELER, LLC)

### 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:

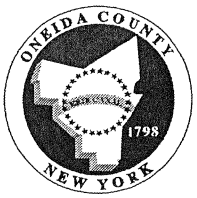
| <b>Labor Category</b>            | <b>Hourly Rate</b> |
|----------------------------------|--------------------|
| Vice President/Technical Advisor | \$211.00           |
| Associate                        | \$167.00           |
| Senior Project Manager           | \$150.00           |
| Senior Engineer                  | \$140.00           |
| Project Manager                  | \$136.00           |
| Project Engineer                 | \$106.00           |
| Engineer or Scientist            | \$92.00            |
| Architect                        | \$102.00           |
| Managing Designer                | \$126.00           |
| Senior Designer                  | \$100.00           |
| Designer                         | \$90.00            |
| Senior Drafter                   | \$73.00            |
| Drafter                          | \$61.00            |
| Technician                       | \$62.00            |
| Senior Project Representative    | \$100.00           |
| Field Technician                 | \$55.00            |
| Secretarial/Word Processing      | \$65.00            |

### 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.

| Description                                   | TASK A1     | TASK A2     | TASK A3    | TASK A4     | TASK A5    | TASK A6     | TASK A7    | TASK A8     | Total hrs | Billing Rate | Total Cost  | Subtotals   |
|-----------------------------------------------|-------------|-------------|------------|-------------|------------|-------------|------------|-------------|-----------|--------------|-------------|-------------|
| Summer/Engineer/Principal                     |             |             |            |             |            |             |            |             | 0         | \$185.00     | \$0.00      |             |
| Senior Manager/Engineer                       |             |             |            |             |            |             |            |             | 0         | \$161.00     | \$0.00      |             |
| Senior Engineer                               |             |             |            |             |            |             |            |             | 0         | \$140.00     | \$1,120.00  |             |
| Senior Engineer                               |             |             |            |             |            |             |            |             | 0         | \$148.00     | \$0.00      |             |
| Senior Engineer                               |             |             |            |             |            |             |            |             | 0         | \$172.00     | \$0.00      |             |
| Managing Engineer I                           |             |             |            |             |            |             |            |             | 0         | \$172.00     | \$0.00      |             |
| Senior Engineer                               |             |             |            |             |            |             |            |             | 0         | \$104.00     | \$0.00      |             |
| Project Engineer                              |             |             |            |             |            |             |            |             | 0         | \$116.00     | \$0.00      |             |
| Engineer                                      |             |             |            |             |            |             |            |             | 0         | \$66.00      | \$0.00      |             |
| Environmental Scientist IV                    |             |             |            |             |            |             |            |             | 0         | \$78.00      | \$0.00      |             |
| Assistant Engineer                            |             |             |            |             |            |             |            |             | 0         | \$57.00      | \$892.00    |             |
| Environmental Scientist II                    |             |             |            |             |            |             |            |             | 0         | \$172.00     | \$0.00      |             |
| Engineering Technician                        |             |             |            |             |            |             |            |             | 0         | \$151.00     | \$0.00      |             |
| Environmental Scientist I                     |             |             |            |             |            |             |            |             | 0         | \$65.00      | \$0.00      |             |
| Technician                                    |             |             |            |             |            |             |            |             | 0         | \$82.00      | \$0.00      |             |
| Payroll Clerk (Fixed Instrument Person (FIM)) |             |             |            |             |            |             |            |             | 0         | \$57.00      | \$0.00      |             |
| Red Person (FIM)                              |             |             |            |             |            |             |            |             | 0         | \$57.00      | \$0.00      |             |
| <b>GID - Stearns &amp; Wheeler</b>            |             |             |            |             |            |             |            |             | 10        | \$211.00     | \$2,110.00  | \$1,816.00  |
| Assistant Senior Technical Advisor            |             |             |            |             |            |             |            |             | 80        | \$191.00     | \$15,280.00 |             |
| Senior Project Manager                        |             |             |            |             |            |             |            |             | 0         | \$140.00     | \$0.00      |             |
| Senior Engineer                               |             |             |            |             |            |             |            |             | 0         | \$196.00     | \$0.00      |             |
| Project Engineer                              |             |             |            |             |            |             |            |             | 124       | \$128.00     | \$15,872.00 |             |
| Engineer/Scientist                            |             |             |            |             |            |             |            |             | 0         | \$128.00     | \$0.00      |             |
| Architect Designer                            |             |             |            |             |            |             |            |             | 0         | \$128.00     | \$0.00      |             |
| Senior Designer                               |             |             |            |             |            |             |            |             | 44        | \$80.00      | \$3,520.00  |             |
| Draftsman                                     |             |             |            |             |            |             |            |             | 0         | \$91.00      | \$0.00      |             |
| Technician                                    |             |             |            |             |            |             |            |             | 0         | \$100.00     | \$0.00      |             |
| Senior Project Representative                 |             |             |            |             |            |             |            |             | 0         | \$95.00      | \$0.00      |             |
| Secondary/Wed Processing                      |             |             |            |             |            |             |            |             | 16        | \$85.00      | \$1,360.00  | \$46,732.00 |
| <b>Engineering Group</b>                      |             |             |            |             |            |             |            |             | 282       |              |             | \$0.00      |
| <b>Financial Group</b>                        |             |             |            |             |            |             |            |             |           |              |             | \$0.00      |
| <b>Environmental Group LLC</b>                |             |             |            |             |            |             |            |             |           |              |             | \$0.00      |
| <b>Subtotal Labor</b>                         |             |             |            |             |            |             |            |             | 790       |              | \$46,884.00 |             |
| Travel Expenses                               | \$3,620.00  | \$0.00      | \$1,000.00 | \$0.00      | \$0.00     | \$0.00      | \$0.00     | \$0.00      | \$0.00    | \$0.00       | \$2,520.00  |             |
| Reproduction/Printing                         | \$3,715     | \$7.40      | \$3,715    | \$15.00     | \$3,715    | \$15.00     | \$0.00     | \$0.00      | \$0.00    | \$0.00       | \$189.76    |             |
| Office Expenses                               | \$123.50    | \$34.50     | \$62.50    | \$169.50    | \$133.50   | \$34.50     | \$29.80    | \$0.00      | \$0.00    | \$0.00       | \$183.30    |             |
| Subcontractors                                | \$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>                 | \$3,977.55  | \$42.90     | \$1,092.65 | \$184.50    | \$17.55    | \$48.50     | \$74.80    | \$1,489.90  | \$0.00    | \$0.00       | \$2,392.45  |             |
| <b>PROJECT TOTAL</b>                          | \$23,944.55 | \$33,113.00 | \$7,127.65 | \$81,919.50 | \$1,662.45 | \$41,154.50 | \$5,581.80 | \$17,208.90 | \$0.00    | \$0.00       | \$0.00      | \$51,872.45 |
| <b>ESTIMATED COMPENSATION</b>                 |             |             |            |             |            |             |            |             |           |              | \$52,000.00 |             |



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

May 4, 2012

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

FN 20 12 -221 Reviewed and Approved for submittal to the Oneida County Board of Legislators by

PUBLIC WORKS WAYS & MEANS Anthony J. Picente, Jr. County Executive Date 5/4/12

Re: Sewer Adjustments
City of Utica-Parkway Recreation Center
Utica Municipal Housing Authority- 612 Kossuth Ave

Dear County Executive Picente:

The Department of Water Quality and Water Pollution Control has received requests from the above entities for sewer adjustments. As the adjustments requested are over \$5,000, as per section D.5 of the Oneida County Sewer District Rate Schedule, they must be approved by the Oneida County Board of Legislators.

In the first case, the City of Utica has requested an adjustment of \$25,139.27 for water use at the Parkway Recreation Center. As indicated in the attached memo, this water use was associated with snow making activities over the last two (2) years. The water did not go into the sewer system. Consequently, the adjustment to the sewer charge is warranted. The amount of water used in this activity is metered and the adjustment amount is based on that meter.

In the second case, the Utica Municipal Housing Authority as requested and adjustment of \$5,715.43 for a property located at 612 Kossuth Ave. As indicated in the attached memo, the property was vacated in 2009 but the water service was never disconnected. A significant water leak occurred at the property as documented by the Utica Municipal Housing Authority. Our investigation has concluded that the water from this unoccupied property did not go to the sewer so an adjustment to the sewer charge is warranted.

I would appreciate consideration of these adjustments 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

Handwritten signature of Steven P. Devan

Steven P. Devan, P.E.
Commissioner



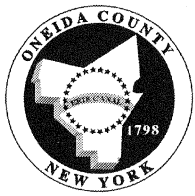
The Honorable Anthony J. Picente, Jr.  
May 4, 2012  
Page 2 of 2



Cc: Sean Deery, WQ&WPC  
Cathy Mack, Utica Municipal Housing Authority  
Charles Brown, City of Utica

Attachments: Memo from Sean Deery-Parkway Recreation Center  
Memo from Sean Deery-612 Kossuth Ave  
Oneida County Sewer District Rate Schedule





**ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL**

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(315) 798-5656 wpc@ocgov.net FAX 724-9812

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

**Steven P. Devan, P.E.**  
Commissioner

**MEMORANDUM**

Date: April 20, 2012  
TO: Steven P. Devan, P.E., Commissioner WQPC  
FROM: Sean J. Deery, Finance Administrative Officer WQPC  
SUBJECT: Adjustment in excess of \$5,000 – City of Utica Parkway Rec Center  
MVWA account reference: 55C – 15A

Charles Brown, Esq. of the City of Utica has contacted WQPC requesting annual sewer credit for the use of water at the City of Utica Parkway Recreation Center, Val Bialas Ski area, for the snowmaking equipment for the winter months of 2011-2012.

The Recreation Center is serviced by Mohawk Valley Water Authority account 55C – 15A, and is connected to City and County sewer. It has sanitary facilities for which water consumption is subject to sewer charges. However, the City uses the same water account to feed its snowmaking equipment.

The Oneida County Sewer District Rate Schedule allows for adjustment based on abnormal water consumption that was not discharged to the sewer system. As a result, the City of Utica has installed a meter on its snowmaking equipment to provide proof of water usage that should not be subject to sewer charges. For the winter months of 2011-2012, the City used 684,180 cubic feet of water, or approximately 5,118,351 gallons, in the operation of its snowmaking equipment. At the 2012 County sewer rate of \$3.31 per 1,000 gallons of wastewater, this totals \$16,941.74, which should be credited to the City's MVWA account.

In addition to this total, WQPC has identified an additional credit of \$8,197.53 that can be applied to the City's previous water usage for 2010-2011, due to incorrect meter reading. The total water used for snowmaking during this time period was 2,802,532 gallons; at the rate of 3.25 per 1,000 gallons of wastewater for 2011, the amount of charges totaled \$9,108.23. However, a trailing zero was left off of their readings as reported to WQPC; therefore, previously the city only received a credit of \$910.70.

As per the Oneida County Sewer District Rate Schedule, all requests for refund or adjustment in excess of \$5,000 must be approved by the Oneida County Board of Legislators. The removal of the outstanding charges on this account is warranted, as the water never reached the County sewer system. Therefore, please request the Board to authorize removal of County sewer charges in the amount of **\$25,139.27**.



**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

**MEMORANDUM**

Date: April 20, 2012  
TO: Steven P. Devan, P.E., Commissioner WQPC  
FROM: Sean J. Deery, Finance Administrative Officer WQPC  
SUBJECT: Adjustment in excess of \$5,000 – 612 Kossuth Ave, Utica  
MVWA account reference: 17D – 23

Cathy Mack of the Utica Municipal Housing Authority contacted WQPC regarding outstanding sewer charges of \$5,715.43 for the property at 612 Kossuth Avenue, Utica. The Mohawk Valley Water Authority confirms this amount is outstanding for the account servicing this property.

The Oneida County Sewer District Rate Schedule allows for adjustment based on abnormal water consumption that was not discharged to the sewer system. The property in question was boarded and vacant as of 2009, however the water service was never disconnected. A continuous water leak at the property in late 2009 or early 2010 resulted in significant water and sewer charges for the account in question. This water leak damaged the property – none of this water reached the County sewer system. The damage at the property has been confirmed and documented by photographs, which we have reviewed together to verify the claim.

As per the Oneida County Sewer District Rate Schedule, all requests for refund or adjustment in excess of \$5,000 must be approved by the Oneida County Board of Legislators. The removal of the outstanding charges on this account is warranted, as the water never reached the County sewer system. Therefore, please request the Board to authorize removal of the outstanding County sewer charges in the amount of \$5,715.43.



## ONEIDA COUNTY SEWER DISTRICT RATE SCHEDULE EFFECTIVE JANUARY 1, 2012

**This rate schedule will apply to all bills issued after the effective date.  
It will remain in effect until modified by the Oneida County Board of Legislators**

### A. RESIDENTIAL CUSTOMER FEES

#### 1. Metered Consumption

Customers will be charged a wastewater treatment fee based on metered water usage. The rate charged will be \$3.31 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District or the Clayville Water District. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$3.31)}{(1000 \text{ gallons})}$$

#### 2. Unmetered Consumption

Customers who do not have water meters will have a usage calculated based on an estimated water consumption rate of 50 gallons per person per day. The maximum charge per household will be based on 200 gallons per day. The rate charged will be \$3.31 per 1000 gallons of water consumed. The customer will receive a bill directly from the Sewer District for these services. The Sewer District wastewater treatment fee can be calculated using the following equation.

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$3.31)}{(1000 \text{ gallons})}$$

Customers covered under this section of the rate schedule will be required to complete a form certifying as to the number of persons occupying the property serviced by the account. Customers who do not submit the required certification form will be charged the maximum household rate of 200 gallons per day. Customers who intentionally misrepresent the number of occupants per household can be charged with a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Furthermore, restitution will be required as per Section D-3 of this rate schedule.

#### 3. Sauquoit Creek Basin Surcharge

In addition to the charges listed in sections 1 and 2, customers whose discharge is tributary to the Sauquoit Creek Pumping Station will be assessed an additional surcharge to pay for capital expenditures and system repairs associated with the NYSDEC Consent Order. Like regular residential fees, the surcharge is based on metered or unmetered water consumption as listed in the formulas below. The rate charged will be \$1.05 per 1000 gallons of water consumed. The customer will receive a bill for these services through contract billing services provided by the Mohawk Valley Water Authority, the Sauquoit Water District, and the Clayville Water District or directly from the Oneida County Sewer District.

$$\text{Billable Amount} = \frac{(\text{cubic feet of water consumed}) * (7.481 \text{ gallons/cubic foot}) * (\$1.05)}{(1000 \text{ gallons})}$$

$$\text{Billable Amount} = \frac{(\text{days in billing period}) * (50 \text{ gallons/ day}) * (\text{number of people}) * (\$1.05)}{(1000 \text{ gallons})}$$



## **B. INDUSTRIAL CUSTOMER FEES**

### **1. Basic Rate**

Industrial customers will be charged a fee based on metered water consumption and be subject to the same rates as residential customers. In addition to these fees, industrial customers who require a permit under Oneida County Sewer Use Rules and Regulations will be charged an annual permit fee of \$660 to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

### **2. High Strength Wastewater**

Industrial customers who discharge high strength wastewater, as defined by the Sewer District, will be subject to fees in addition to those calculated using the basic rate. A surcharge will apply to discharges with total suspended solids (TSS) exceeding 290 mg/l and/or Biochemical Oxygen Demand (BOD) exceeding 330 mg/l. This surcharge will be \$0.02 per pound of TSS and/or BOD that exceed the limits as stated in this section. If insufficient BOD data exists to accurately determine the surcharge, Chemical Oxygen Demand (COD) can be substituted for BOD. In this case, the surcharge will be \$0.02 per pound of COD that exceeds 350 mg/l.

### **3. Federal Categorical Pretreatment Standards**

Federal Categorical Pretreatment Standards have additional monitoring and administrative cost associated with them. Accordingly, an annual permit fee of \$1,100 will be charged to industrial customers who are subject to these standards.

### **4. Additional Sampling Fees**

A fee of \$200 per sample may be charged if more than four (4) twenty-four hour composite samples are needed on an annual basis to characterize the discharge of an industrial customer.

### **5. Groundwater Remediation Projects**

Groundwater clean up and site remediation projects approved by the Sewer District for discharge directly to the sewer system will be charged the basic rate, as indicated in Section B-1, for wastewater generated. An annual permit fee of \$100 will be assessed to cover monitoring and administrative fees. The customer will be required to provide accurate discharge data on a semi-annual basis for billing purposes.



## **C. FEES FOR WASTEWATER HAULED DIRECTLY TO THE TREATMENT PLANT**

### **1. Basic Rate**

Wastewater haulers who discharge directly to the wastewater treatment plant will be charged based on the actual amount of wastewater contained in each load. This fee will be \$0.08 per gallon of wastewater delivered. In addition, an annual permit fee of \$100 will be charged to cover monitoring and administrative costs. Additional or modified charges may apply as detailed in subsequent sections of this schedule.

### **2. Domestic Wastewater**

Haulers of septic, cesspool and portable toilet wastewater, containing only household type wastewater, will be subject to all charges as detailed in Section C-1 of this schedule.

### **3. Non-Domestic Wastewater**

Non-domestic wastewater, as approved by the Sewer District on a case-by-case basis, will be subject to all charges as detailed in Section C-1 of this schedule. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

### **4. Municipal or Private Sewage Treatment Systems**

Wastewater from municipal and private sewage treatment systems, as approved by the Sewer District on a case-by-case basis, will be subject to the charges as detailed in Section C-1 of this schedule.

### **5. Low Solids Wastewater and Leachate**

Low solids wastewater, as approved by the Sewer District on a case-by-case basis, will be charged \$0.04 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.

### **6. Landfill Leachate**

Landfill Leachate, as approved by the Sewer District on a case-by-case basis, will be charged \$0.02 per gallon based on the actual amount of wastewater delivered. In addition, the cost of contract laboratory services, plus 10%, will be billed to the permit holder for analytical analysis required by the Sewer District to accurately characterize the wastewater.



## **D. OTHER CHARGES AND ADJUSTMENTS**

### **1. Late Charges**

A late charge of 10% will be charged to all accounts that are not paid by the date they are due. This fee will be assessed at the start of every billing cycle and only imposed on newly accrued late balances from the previous billing cycle.

### **2. Delinquent Charges**

All accounts that are overdue after October 31<sup>st</sup> and have a balance greater than or equal to \$50 will be declared delinquent and added to the tax rolls of the appropriate municipality. Once the delinquent accounts are transmitted to the Oneida County Department of Finance for processing, this department will be responsible for the collection activities associated with these accounts. Once declared delinquent, an additional charge of 10% will be assessed to the account. Delinquent charges are in addition to any other charges, including late charges.

Delinquent charges will be equally divided between the Oneida County Sewer District and the Oneida County Department of Finance as compensation for the cost of processing the delinquency. If the account actually is relieved on the tax rolls, the delinquent charge will rise to 12% with the Oneida County Sewer District receiving 5% and the Oneida County Finance Department receiving 7% as compensation for the cost of processing the delinquency.

### **3. Uncompensated Use of Sewer District Services**

Sewer customers who have been found utilizing Sewer District wastewater treatment services without paying for them will be assessed fees for these services. The fee will be based on actual meter readings or a consumption rate of 200 gallons per day and the user fees in effect during the time the services were being utilized. Charges will be calculated based on the amount of time the service was being utilized but in no case shall it exceed 6 years.

It is the responsibility of the sewer customer to provide the Sewer District adequate information so that the length of time service was rendered can be established. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was rendered and bill the customer accordingly.

### **4. Refunds**

Customers who have been incorrectly billed for Sewer District wastewater treatment services may be entitled to a refund. The customer must petition the Sewer District in writing to have a refund considered. The refund will be based on the fees in effect during the time services were being utilized and will be calculated based on actual billing records. In no case shall the refund period exceed 6 years.

It is the responsibility of the customer to provide the Sewer District with adequate information to determine the amount of the refund. The Sewer District may, at its own discretion, conduct an investigation to establish the length of time service was incorrectly billed and base the refund to the customer accordingly.



Refunds for charges occurring in the current year will be processed as a credit to the customer's account. If the refunds encompass more than one year, or an active account no longer exists, the customer will receive reimbursement directly from the Sewer District, once the appropriate documents have been filed and processed by the County. If the refund is associated with a property that has a County tax lien, the refund will not be processed until this tax lien is satisfied.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve refunds up to \$1,000 per account. The Oneida County Board of Legislators must approve refunds over this amount.

### **5. Adjustments**

Customers may request an adjustment to an account for abnormal water consumption that was not discharged to the sewer system. Adjustments will be considered only if water consumption records indicate an abnormal pattern of water use and if physical evidence exists to support the adjustment claim. The customer must petition the Sewer District in writing within 180 days of the occurrence of the event causing abnormal water consumption to have an adjustment considered.

Customers may request adjustments to an account for water consumed in industrial or manufacturing processes. The customer must petition the Sewer District in writing to have such an adjustment considered. Supporting documentation must accompany the petition. The Sewer District may require additional engineering analysis to support a petition. The cost of this analysis is the responsibility of the petitioner.

The Sewer District may, at its own discretion, conduct an investigation, including a physical inspection of the property, to establish the legitimacy of an adjustment claim. Normal water consuming activities such as routine swimming pool maintenance, car washing and lawn or garden watering are not grounds for an adjustment.

The Commissioner of Water Quality and Water Pollution Control, upon thorough review of the documentation, may approve adjustments up to \$5,000 per account. The Oneida County Board of Legislators must approve adjustments over this amount.

# 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) 793-6213  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

May 2, 2012

FN 20 12-222

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Due to the light winter we had we will be able to transfer funds from our Snow Removal – State account (D5144) so we may be able to restore the funds in our Temporary Help (D5110.102) account back to the 2011 budget level. Transferring these monies will not affect us even if we should have a heavy snow season in November/December.

Hiring of summer employees is crucial to our operation. This transfer will allow us to hire our summer employees for the 2012 season and fulfill the projects we have scheduled.

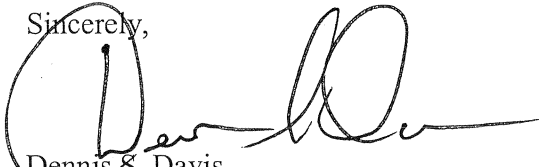
Therefore, I request the following 2012 Transfer:

|                                             |                     |
|---------------------------------------------|---------------------|
| <b>From: D5144.109 Salaries/Other</b>       | <b>\$ 30,000.00</b> |
| <b>From: D5144.413 Rent/Lease Equipment</b> | <b>\$ 35,000.00</b> |
| <b>To: D5110.102 TEMP HELP</b>              | <b>\$65,000.00</b>  |

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the Board of Legislators at their regular scheduled meeting.

Thank you in advance for your consideration.


Sincerely,

  
Dennis S. Davis  
Commissioner

DSD/mk  
Enclosure(s)

cc: Thomas Keeler, Budget Director  
Brian N. Scala, Deputy Commissioner

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5/2/12



# 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) 793-6213  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

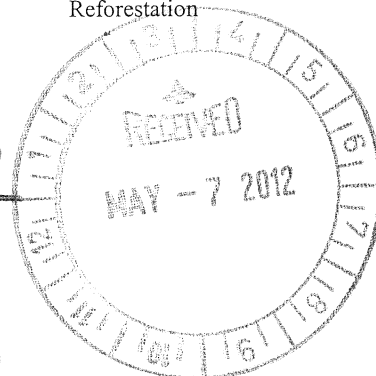
May 4, 2012

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

FN 20 12-223

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

As you are aware the County has been awarded a grant from the New York State Department of Labor to help clean up debris within the Sauquoit Creek Basin which was left after Hurricane Irene and Tropical Storm Lee. This work will occur within the Towns of New Hartford, Paris, and Whitestown. Oneida County will receive all grant funds and with these funds contract for administrative services, provide materials and equipment to the Towns, and reimburse the Towns eligible supervisory, transportation, and tipping expenses. The total grant amounts to \$405,728. Approximately \$77,870 will be utilized by Oneida County to provide temporary help and contract for administrative services. These amounts may change as needs arise and/or if New York State enacts amendments to the original grant.

It is believed this project will have a six month life and it is imperative to get this legislation approved in the near future to guarantee its completion while the weather is cooperative.

I therefore request the Board of Legislators approval the following supplementary appropriation to increase the funding for temporary help supported by reimbursement from the **Capital Project H-464 – DOL Sauquoit Creek Clean Up**.

**2012 Supplemental appropriation:**

**To: D5110.102 TEMP HELP**

**\$27,040.00**

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the Board of Legislators at their regular scheduled meeting.

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis  
Commissioner

DSD/mk  
Enclosure(s)

cc: Thomas Keeler, Budget Director  
Brian N. Scala, Deputy Commissioner

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

Anthony J. Picente, Jr.  
County Executive

Date 5/7/12

# 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) 793-6213  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

March 28, 2012

FN 20 12-224

**PUBLIC WORKS**

**WAYS & MEANS**



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

Dear County Executive Picente,

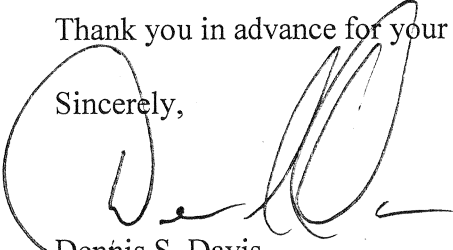
Attached is a sample copy of a mowing agreement that Oneida County has with various towns to mow County roads within their municipality. I have also included a chart with the breakdown of mileage, payments/and or trade for payment for the towns interested in the agreements.

Under the proposed Mowing Agreement, the municipalities will receive \$325 per mile (with use of County mower) and \$375 a mile (without use of mower).

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

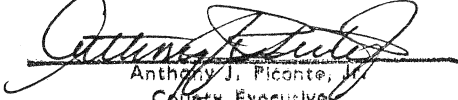
Thank you in advance for your consideration.

Sincerely,

  
Dennis S. Davis  
Commissioner

DSD/mk  
Enclosure(s)

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

  
Anthony J. Picente, Jr.  
County Executive

Date

4/10/12

# ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Oneida, hereinafter called "County" acting through Brian N. Scala, Deputy Commissioner, Oneida County DPW, and the Town of SAMPLE, County of Oneida, State of New York.

WITNESSETH: that for the consideration and upon the terms and conditions hereinafter provided, the Town agrees to furnish some machinery and labor therefore and to keep Right of Way portions of the highway mowed in accordance with the rules and regulations as set forth by the County and which are made a part of this contract for the summer season dating from May 2012 through September 2012.

It is further agreed that the Town Board of said Town by resolution accepts the proposal of the County of Oneida for roadside mowing on the improved County Road System of said Town with the additions noted hereunder; a total of XX.XX miles for the consideration and upon the terms and conditions hereinafter provided, the Town agrees to mow County roads within the Town of SAMPLE, and the County agrees to reimburse the Town of SAMPLE for labor and equipment at \$375.00 per mile, the total cost not to exceed XXXXXX.

The Town further shall save the County harmless from all Claims for labor or materials used in the Town's performance under this Contract. The Town shall further defend and indemnify the County against any and all claims for property damage and bodily injury, including death, arising from allegations of negligence against the Town in their performance under the terms of this agreement, but the Town shall not be required to defend and indemnify the County against claims arising from allegations of negligent design or signing of the highways covered by this agreement of any other allegations of negligent acts of commission or omission attributable to the County. The Town is responsible for the upkeep of the tractor-mower. The County makes no warranty of fitness or usability with regard to loaned equipment. During the time said equipment is in possession of the Town of SAMPLE, said equipment shall be added to such Town's list of property insured by that municipality.

## ADDITIONS

**IT IS FURTHER AGREED** that the Town will mow said roadsides a total of three times as specified below:

1. The first shall be one pass to the ditch and around all intersections and driveways.
2. The second shall include all of the County Right of Way where practical.
3. The third pass shall be optional and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass will be determined by the Commissioner of Highways and Bridges.

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
Brian N. Scala, Deputy Commissioner  
Oneida County DPW

COUNTY OF ONEIDA

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

TOWN OF SAMPLE

BY: \_\_\_\_\_  
Supervisor

BY: \_\_\_\_\_  
Highway Supt.

Approved As To Form  
ONEIDA COUNTY ATTORNEY

By \_\_\_\_\_

2012 Roadside Mowing Costs

| Town         | County Centerline Miles | Rate per mile      | Cost                 |  |
|--------------|-------------------------|--------------------|----------------------|--|
| ANNSVILLE    | 16.95                   | Not Interested     | \$ -                 |  |
| AUGUSTA      | 18.47                   | Not Interested     | \$ -                 |  |
| AVA          | 15.76                   | 375                | \$ 5,910.00          |  |
| BOONVILLE    | 17.86                   | Not Interested     |                      |  |
| BRIDGEWATER  | 13.39                   | 375                | \$ 5,021.25          |  |
| CAMDEN       | 24.43                   | 375                | \$ 9,161.25          |  |
| DEERFIELD    | 17.82                   | 375                | \$ 6,682.50          |  |
| FLORENCE     | 26.22                   | Not Interested     |                      |  |
| FLOYD        | 27.28                   | 375                | \$ 10,230.00         |  |
| FORESTPORT   | 15.37                   | Not Interested     |                      |  |
| KIRKLAND     | 24.29                   | Trade for Striping |                      |  |
| LEE          | 23.04                   | Not Interested     | \$ -                 |  |
| MARCY        | 26.30                   | 375                | \$ 9,862.50          |  |
| MARSHALL     | 16.96                   | 375                | \$ 6,360.00          |  |
| NEW HARTFORD | 20.48                   | 325                | \$ 6,656.00          |  |
| PARIS        | 27.33                   | 375                | \$ 10,248.75         |  |
| REMSEN       | 21.06                   | Not Interested     |                      |  |
| ROME         | 17.37                   | 375                | \$ 6,513.75          |  |
| SANGERFIELD  | 14.82                   | 375                | \$ 5,557.50          |  |
| STUBEN       | 22.60                   | 375                | \$ 8,475.00          |  |
| TRENTON      | 27.94                   | Not Interested     |                      |  |
| VERNON       | 22.24                   | 375                | \$ 8,340.00          |  |
| VERONA       | 34.50                   | 375                | \$ 12,937.50         |  |
| VIENNA       | 18.98                   | 375                | \$ 7,117.50          |  |
| WESTERN      | 17.41                   | 375                | \$ 6,528.75          |  |
| WESTMORELAND | 36.28                   | Trade for Striping |                      |  |
| WHITESTOWN   | 28.16                   | Not Interested     |                      |  |
| <b>Total</b> |                         |                    | <b>\$ 125,602.25</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) 793-6219  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

February 21, 2012

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

FN 30 12 - 225

**PUBLIC WORKS**

**WAYS & MEANS**



Dear County Executive Picente,

Attached are three (3) original new Agreement of Lease by and between Oneida County and Cooperative Extension Association of Oneida County at 121 Second Street, Oriskany New York 13424. The existing lease for this space expired on December 31, 2011. The new lease term would begin January 1, 2012 and end December 31, 2016. The annual rent payment is \$92,052 and the total for the five (5) year lease is \$460,260.00. The rental subsidy is set forth in the County budget annually as stated in paragraph #23 of this lease.

Also attached is the Certificate of Liability Insurance naming Oneida County as an additional insured per paragraph #15 of this new lease.

Please consider the enclosed Agreement of Lease at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner of Public Works

cc: Brian N. Scala, Deputy Commissioner  
File  
RF

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

Anthony J. Picente Jr.  
County Executive

Date

4/11/12

# Oneida County DPW Contract Summary

Division: Highways, Bridges & Structures  
Contact: Brian N. Scala  
Telephone Number: (315) 793-6214

Lease Agreement X  
Professional Services Contract         
NYSOGS Contract         
Competitive Bid or Proposal         
Sole Source       

Board of Legislators Approval Required Yes

Name of Contracting Organization: **Cornell Cooperative Extension**  
**121 Second Street**  
**Oriskany, NY 13424**

Title of Activity or Service: **Agricultural Education**

Description Lease: Lease Agreement with Cornell Cooperative Extension Association for a period of 5 years ending December 31, 2016 for an annual rate of \$92,052.00. The rental subsidy is set forth in the County budget annually as stated in Paragraph #23 of the lease.

Annual Revenue: 92,052.00

Account Number A2412

Proposed Funding Source: Federal NA  
State NA  
County NA  
Other NA

Oneida County Department Staff Comments: \_\_\_\_\_

## AGREEMENT OF LEASE

THIS AGREEMENT, made this 1<sup>st</sup> day of \_\_\_\_\_, 2012 between the County of Oneida, a Municipal Corporation organized under the laws of the State of New York, with offices at 800 Park Avenue, Utica, New York 13501, hereafter known as “**Lessor**” and Cooperative Extension Association of Oneida County, a Not-for-Profit Unincorporated Association organized and existing under New York State law, with an office at 121 Second Street, Oriskany, New York 13424, hereafter known as the “**Lessee.**”

### W I T N E S S E T H

1. **PREMISES.** The Lessor hereby leases to the Lessee the following premises: approximately 8,588 square feet in the premises owned by the Lessor and located at 121 Second Street, Oriskany, New York 13424, Town of Whitestown, Oneida County, New York. The specifications of the actual rooms and space used shall be defined as follows:
  - A. **Non-Shared space:** Main Office – 2875 sq. ft.  
Section east of main office – 1056 sq. ft.  
Print Shop – 374 sq. ft.  
Resource Room – 364 sq. ft.  
4-H Youth Room – 957 sq. ft.  
Family Living w/Kitchen – 930 sq. ft.
  - B. **Shared Space:** Multi-purpose auditorium – 2032 sq. ft.  
1 Men’s and 1 Women’s bathrooms  
All outdoor buildings and facilities presently on or to be constructed on the building lot.
2. **TERM.** The term of this lease shall be for a period of five (5) years commencing on **January 1, 2012** and ending on **December 31, 2016.**
3. **PAYMENT.** The rent for the demised term shall be **\$460,260.00** which shall accrue at the yearly rate of **\$ 92,052.00** subject to the provisions of paragraph 23.
4. **USE AND PURPOSE.** The Lessor agrees that the Lessee, upon paying the said rental and performing the covenants and conditions this Lease contains, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term specified. The Lessee agrees to use the demised premises as its office and its facility for furthering its purposes as set forth in law and by agreement with the County of Oneida. The public will be encouraged to use the facility. The Lessee will at all times have an employee or other designated individuals present for all activities sponsored by the Lessee and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Lessor.
5. **DEFAULT AND REMEDIES:** The Lessee shall, without any previous demand therefor, pay to the Lessor, or its agent, the said rent at the times and in the manner above





## AGREEMENT OF LEASE

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5. **DEFAULT AND REMEDIES:** The Lessee shall, without any previous demand therefor, pay to the Lessor, or its agent, the said rent at the times and in the manner above

provided. In the event of the non-payment of said rent, or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default for three (3) months after becoming due, or if the Lessee shall become dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Lessor or its agents shall have the right to and may enter the said premises as the agent of the Lessee, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Lessee, and receive the rent therefor, upon such terms as shall be satisfactory to the Lessor, and all rights of the Lessee to repossess the premises under this Lease shall be forfeited. Such re-entry by the Lessor shall not operate to release the Lessee from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Lessor shall be authorized to make such repairs or alterations in or to the Leased premises as may be necessary to place the same in good order and condition. The Lessee shall be liable to the Lessor for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Lessor, at its option, may require the Lessee to pay such deficiency month by month, or may hold the Lessee in advance for the entire deficiency to be realized during the term of the reletting. The Lessee shall not be entitled to any surplus accruing as a result of the reletting. The Lessor is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Lessee in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The Lessor shall have the right, as an agent of the Lessee, to take possession of any furniture, fixtures or other personal property of the Lessee found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the Lessee hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Lessee agrees to pay, as additional rent, all attorneys' fees and other expenses incurred by the Lessor in enforcing any of the obligations under this lease.

6. **SUBLETTING AND ASSIGNMENT:** The Lessee shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Lessee without the prior written consent of the Lessor.
7. **REPAIRS AND MAINTENANCE.** The Lessor has examined the premises and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Lessor or its agents as to the present or future condition of the said premises. The Lessee shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Lessee shall not make any significant alterations, additions, or improvements to said premises without the prior written consent of the Lessor. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Lessor or the Lessee, except furniture or movable trade fixtures installed at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease, without compensation to the Lessee. The Lessor will keep

the property maintained and clean, in good repair except for damage caused by acts or negligence by Lessee's employees.

8. **MECHANICS' LIENS:** In the event that any mechanics' lien is filed against the property as a result of the alterations, additions or improvements made by the Lessee, the Lessor, at its option, after thirty days' notice to the Lessee, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the Lessee shall forthwith reimburse the Lessor the total expense incurred by the Lessor in discharging the said lien, as additional rent hereunder.
9. **GLASS:** The Lessee agrees to replace at the Lessee's expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the Lessee at their full insurable value in a company satisfactory to the Lessor. Said policy shall be of the full premium type, and shall be deposited with the Lessor or its agent. This paragraph is applied only when damage occurs during a Lessee-sponsored activity, or as a result of work performed by or at the direction of the Lessee.
10. **LIABILITY OF LANDLORD:** The Lessor shall not be responsible for the loss or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Lessee agrees to indemnify and hold harmless the Lessor from all claims and liability for losses of or damage to the property, or injuries to persons occurring in or about the premises except as to such loss, damage or injury arising out of use of the building by outside groups.
11. **UTILITIES AND SERVICES.** The utilities and services furnished to the demised premises for the benefit of the Lessee shall be provided and paid for by the Lessor. The Lessor shall not be liable for any interruption or delay in any of the above services for any reason.
12. **ACCESS TO PREMISES.** The Lessee agrees that the Lessor and the Lessor's agents and the County of Oneida and the County's agents shall have the right to enter into and upon said premises at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof.
13. **TERMINATION ON DEFAULT AND RIGHTS OF LESSOR.** In the event that Lessee shall violate any condition, covenant or agreement contained in this Lease, or any part thereof, then Lessor shall have the right at Lessor's election to terminate this Lease on first giving to Lessee ten (10) days' notice to cure such default, if such default is the failure to pay past due rent, or twenty (20) days' notice if such default is the breach or non-observance of any other covenant or condition, provided, however, that if the nature of Lessee's default is such that it cannot be cured solely by payment of money and more than twenty (20) days may be reasonably required for such cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within said twenty (20) day

period and shall thereafter diligently prosecute such to completion; such election shall be served by registered or certified mail in a postpaid envelope address to Lessee at the address first above given. The above mentioned term shall cease upon the expiration of said ten (10) or twenty (20) days, as the case may be, in the same manner and to the same effect as if that were the expiration of the original term of this Lease; it being further understood and agreed that such election shall be solely in the discretion of Lessor, and, if exercised, shall be conclusive upon Lessee.

14. **SIGNS.** No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Lessee, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Lessor. Temporary signs for upcoming events may be placed, and all existing signs may remain without further approval.

15. **HOLD HARMLESS/DEFENSE AND INDEMNIFICATION.** The Lessee covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Oneida, their officers, agents and employees and representatives in connection with this Lease, from and against any and all loss or expense that may arise by reason of liability for action, breach of duty or negligence attributable to the Lessee, its agents, servants and employees and, including attorney fees, for any claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Lessee.

The Lessee further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this Lease to effectuate this Hold Harmless clause, and shall name the County of Oneida as additional insured on all applicable insurance and indemnification and shall provide written evidence of same to the County.

16. **CASUALTY DAMAGE.** If the premises are damaged in whole or in part by storm, fire, earthquake, or other casualty so as to be untenable, dangerous or unfit for the Lessee's occupancy or unfit for the use to which Lessee is putting the premises at the time of such damage, this lease may be terminated unless the Lessor restores the premises to substantially the same condition as before said damage within six months of such damage by the tenant by giving written notice to the Lessor within fifteen (15) days after the end of said six month period, whereupon the rental shall be accounted for as between the Lessor and the Lessee as of the date of such damage. If premises are so damaged in part but not rendered wholly untenable, dangerous or unfit for the Lessee's occupancy by any such casualty, or if the Lessee does not elect to terminate this lease within the time herein specified, rental shall abate in proportion as the premises have been damaged until the premises are restored. If premises are so damaged in whole or in part, and provided this lease still has six (6) more months to run, the Lessor agrees to restore the premises forthwith to not less than its condition prior to such damage, using all diligence and speed. Upon the next rental date after the completion of said restoration, the full rental hereunder shall recommence.

17. **COMPLIANCE.** The Lessee agrees to comply with all rules, orders, ordinances and regulations of any governmental authority, with respect to the occupancy and use of the leased premises by the Lessee, including without limiting the foregoing, all such requirements for the storage, handling and treatment of hazardous materials. The Lessee agrees to indemnify and hold harmless the Lessor and County of Oneida with respect to such compliance requirements. In addition, upon termination of the lease, the Lessor agrees to remove any and all hazardous and toxic materials from the premises and to leave the premises in a safe and sanitary condition and in compliance with all statutes, rules and regulations of governmental authorities.
18. **NOTICE.** Any notice, demand or other communication given or made by either party to the other shall be in writing and shall be deemed to be duly given if mailed by registered or certified mail to the address indicated above or at such other address as the parties may designate in writing by a similar notice.
19. **MODIFICATION.** This agreement cannot be changed or terminated orally, but only by an instrument in writing signed by both parties.
20. **HOLDING OVER BY LESSEE.** In the event that the Lessee shall remain in the demised premises after the expiration of the term of this lease without executing a new written lease with the Lessor, such holding over shall not constitute a renewal or extension of this lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Lessee provided by law in that situation, or the Lessor may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the Lessee shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.
21. **ENTIRE AGREEMENT.** This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.
22. **PROPERTY OF LESSEE UPON TERMINATION.** Personal property, furniture and non-affixed equipment shall remain property of the Lessee upon completion of Lease.
23. **RENTAL SUBSIDY.** The rental figure set forth is based on the rent subsidy in the 2012 Oneida County budget. It shall be adjusted from time to time as may be necessary to equal the amounts allocated in future budgets without the necessity of amending this lease. In no event shall Lessee be required to pay more or the Lessor be required to accept less than the amount of the rent subsidy. In the event the rent subsidy shall be discontinued, this lease shall terminate upon such expiration.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written

FOR THE LESSOR:

FOR THE LESSEE:

\_\_\_\_\_  
BY

Anthony J. Picente Jr.  
Oneida County Executive

  
\_\_\_\_\_  
BY

Ronald Bunce  
Cornell Cooperative Extension of Oneida County

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DATE

Approved as to Form:

\_\_\_\_\_  
Oneida County Attorney



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KJ

DATE (MM/DD/YYYY)

01/25/12

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

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

|                                                                                                                   |                                                                                                                                      |                                                                                                    |                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br><b>P. W. Wood &amp; Son, Inc.</b><br>2333 N Triphammer Rd, Ste 501<br>PO Box 4798<br>Ithaca, NY 14852 | 607-266-3303<br>607-266-9663                                                                                                         | CONTACT NAME:<br>PHONE (A/C No, Ext):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: <b>CCEONE1</b> | FAX (A/C, No):                                                                                                                                     |
|                                                                                                                   | INSURED<br><b>Cornell Cooperative Extension</b><br><b>Oneida County/039</b><br><b>121 Second Street</b><br><b>Oriskany, NY 13424</b> |                                                                                                    | INSURER(S) AFFORDING COVERAGE<br>INSURER A: <b>Philadelphia Insurance Co</b><br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
|                                                                                                                   |                                                                                                                                      | NAIC #<br><b>23850</b>                                                                             |                                                                                                                                                    |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

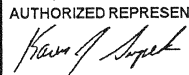
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                   | ADDL INSR | SUBR INSR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                             |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |           | PHPK716899    | 05/24/11                | 05/24/12                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Emp Ben. \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                |           |           | PHPK716899    | 05/24/11                | 05/24/12                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                                              |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                                                  |           |           | PHUB344279    | 05/24/11                | 05/24/12                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$<br>\$                                                                                                                                                                                                 |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                     | Y/N       | N/A       |               |                         |                         | WC STATU-TORY LIMITS<br>OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Lease for premises at 121 Second St, Oriskany, NY. Certificate holder is added as additional insured as Lessor of Leased premises. The hold harmless wording may be broader than the scope of coverage.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                     |                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF ONEIDA<br>800 Park Ave<br>Utica, NY 13501 | COONEID<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# ONEIDA COUNTY HEALTH DEPARTMENT

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

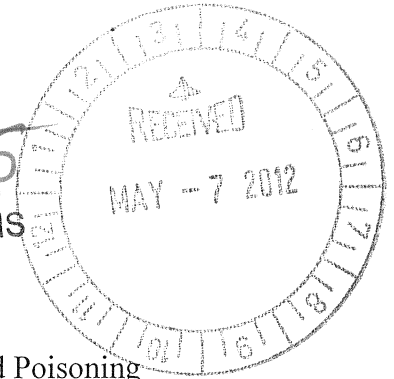
## ADMINISTRATION

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

April 12, 2012

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

FN 20 12-225  
HEALTH & HUMAN SERVICES  
WAYS & MEANS



Dear Mr. Picente:

Re: C-026835 Childhood Lead Poisoning  
Primary Prevention Program  
Amendment No. X-026835-2

Attached are five (5) copies of the amendment between Oneida County through its Health Department – Childhood Lead Poisoning Primary Prevention Program and the New York State Department of Health.

The purpose of this amendment is to identify high risk housing to include geographic areas or types of dwellings or another selected criteria with the communities of concern, develop partnerships and community engagement to include initiatives to build community support for, and assist with, the implementation of primary prevention activities, housing intervention to identify individual properties with likely or actual lead based paint hazards, to assess and build workforce capacity to identify and expand the identification and control of lead based paint hazards and the development of a workforce trained in lead safe work practices, identify and expand resources for lead hazard control to identify and expand funding awareness and opportunities.

The term of this amendment shall commence on April 1, 2012 and remain in effect through March 31, 2013 in the amount of \$376,374. This will result in new amended contract of \$940,935 from October 1, 2010 through March 31, 2013. This amendment is 100% funded by the New York State Department of Health and is mandated by public health law.

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

Feel free to contact me should you require additional information.

Sincerely,

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

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

Anthony J. Picente, Jr.  
County Executive

Date 5/7/12

attachments  
ry



**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Childhood Lead Poisoning Primary Prevention Program

**NAME AND ADDRESS OF VENDOR:** New York State Department of Health  
Flanigan Square, 547 River Street  
Troy, New York 12180-2216

**VENDOR CONTACT PERSON:** Patricia Burl  
Bureau of Community Environmental Health

**SUMMARY STATEMENTS:** The purpose of this amendment is to identify high risk housing to include geographic areas or types of dwellings or another selected criteria with the communities of concern, develop partnerships and community engagement to include initiatives to build community support for, and assist with, the implementation of primary prevention activities, housing intervention to identify individual properties with likely or actual lead based paint hazards, to assess and build workforce capacity to identify and expand the identification and control of lead based paint hazards and the development of a workforce trained in lead safe work practices, identify and expand resources for lead hazard control to identify and expand funding awareness and opportunities.

**PREVIOUS CONTRACT YEAR:** October 1, 2011 through March 31, 2012

**TOTAL:** \$188,187

**THIS CONTRACT YEAR:** April 1, 2012 through March 31, 2012

**TOTAL:** \$376,374 (This will result in new amended contact of \$940,935 from October 1, 2010 through March 31, 2013.)

\_\_\_\_\_ **NEW**                      \_\_\_\_\_ **RENEWAL**                      \_\_\_\_\_ **X** \_\_\_\_\_ **AMENDMENT**

**FUNDING SOURCE:** A3415 A4015

Less Revenues: \_\_\_\_\_

State Funds: \$376,374 100% grant funded

County Dollars – Previous Grant -\$0-

County Dollars – This Grant \$ -0-

**SIGNATURE:** Gayle D. Jones, PhD., MPH, CHES

**DATE:** April 12, 2012

Signature Page for:

Contract Number: C-026835

Contractor: Oneida County Health Department

Amendment Number X-026835-2

Vendor ID: 100002595

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: Howard A. Freed, M.D.

Title: Director, Center for Environmental Health

ATTORNEY GENERAL'S SIGNATURE

By: \_\_\_\_\_ Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

By: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Code 12000  
APPENDIX X

Contract Number: C-026835

Contractor: Oneida County Health  
Department

Amendment Number X-026835-2

Vendor ID: 1000002595

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, Bureau of Community Environmental Health and Food Protection, 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 (Standard Clauses for NYS Contracts), B (Budget) & D (Workplan) with the attached appendix(es) A (Standard Clauses for NYS Contracts), B (Budget) & D (Workplan)
- Adds the attached appendix(es) \_\_\_\_\_
- Other: (describe) \_\_\_\_\_

This amendment is  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:

\$564,561  
(Value before amendment)

From 10 / 01 / 10 to 03 / 31 / 12 .  
(Initial start date)

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

\$376,374

From 04 / 01 / 12 to 03 / 31 / 13 .

This will result in new contract terms of:

\$940,935  
(All years thus far combined)

From 10 / 01 / 10 to 03 / 31 / 13 .  
(Initial start date) (Amendment end date)

Appendix B  
 Table A

CHILDHOOD LEAD POISONING PREVENTION PROGRAM  
 OPERATING BUDGET AND FUNDING REQUEST

Contract Period: April 1, 2012 to March 31, 2013

|                             | Total Expense    | Amount Requested from NYS | 3rd Party | Other Source     | Specify Other Source |
|-----------------------------|------------------|---------------------------|-----------|------------------|----------------------|
| Total Personal Services     | \$105,644        | \$10,184                  |           | \$95,460         | In-Kind              |
| Total Non Personal Services | \$407,821        | \$366,190                 |           | \$41,631         | In-Kind              |
| <b>GRAND TOTAL</b>          | <b>\$513,465</b> | <b>\$376,374</b>          |           | <b>\$137,091</b> |                      |

Appendix B  
 Table A-1

CHILDHOOD LEAD POISONING PREVENTION PROGRAM  
 OPERATING BUDGET AND FUNDING REQUEST

April 1, 2012 to March 31, 2013

PERSONAL SERVICES

| Title                         | Annual Salary | % FTE  | # of Mos. | Total Expense | Amount Requested from NYS | 3rd Party | Other Source | Specify Other Source |
|-------------------------------|---------------|--------|-----------|---------------|---------------------------|-----------|--------------|----------------------|
| Public Health Director        | \$78,296      | 3.00%  | 12        | 2,349         | 0                         |           | 2,349        | In-Kind              |
| Fiscal Services Administrator | \$82,239      | 6.00%  | 12        | 4,934         | 0                         |           | 4,934        | In-Kind              |
| Asst. County Attorney         | \$31,028      | 10.00% | 12        | 3,103         | 0                         |           | 3,103        | In-Kind              |
| Public Education Coordinator  | \$48,074      | 21.00% | 12        | 10,096        | 0                         |           | 10,096       | In-Kind              |
| Public Health Educator        | \$45,114      | 30.00% | 12        | 13,534        | 0                         |           | 13,534       | In-Kind              |
| Dir. Environmental Health     | \$75,510      | 10.00% | 12        | 7,428         | 0                         |           | 7,428        | In-Kind              |
| Sr. PH Sanitarian (FZ)        | \$58,187      | 11.00% | 12        | 6,401         | 6,401                     |           | 0            |                      |
| Principal Clerk               | \$42,189      | 2.00%  | 12        | 844           | 0                         |           | 844          | In-Kind              |
| CHW Admin. Assistant          | \$41,689      | 5.00%  | 12        | 2,085         | 0                         |           | 2,085        | In-Kind              |
| Community Health Worker       | \$26,260      | 5.00%  | 12        | 1,313         | 0                         |           | 1,313        | In-Kind              |
| Community Health Worker       | \$24,792      | 5.00%  | 12        | 1,240         | 0                         |           | 1,240        | In-Kind              |
| MCH Nurse                     | \$47,038      | 5.00%  | 12        | 2,352         | 0                         |           | 2,352        | In-Kind              |
| MCH Nurse                     | \$37,519      | 5.00%  | 12        | 1,876         | 0                         |           | 1,876        | In-Kind              |
| MCH Nurse                     | \$58,802      | 5.00%  | 12        | 2,940         | 0                         |           | 2,940        | In-Kind              |
| Dir. Community Wellness       | \$56,643      | 5.00%  | 12        | 2,832         | 0                         |           | 2,832        | In-Kind              |
| Computer Network Admin.       | \$61,475      | 5.00%  | 12        | 3,074         | 0                         |           | 3,074        | In-Kind              |
| Sub-Total Personnel Services  |               |        |           | 66,401        | 6,401                     | 0         | 60,000       |                      |
| Fringe Benefit Rate 59.1%     |               |        |           | \$39,243      | \$3,783                   | \$0       | \$35,460     | In-Kind              |
| Total Personal Services       |               |        |           | \$105,644     | \$10,184                  | \$0       | \$95,460     | In-Kind              |

\* If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

Appendix B  
 Table A-2

CHILDHOOD LEAD POISONING PREVENTION PROGRAM  
 OPERATING BUDGET AND FUNDING REQUEST

Contract Period: April 1, 2012 to March 31, 2013

NON PERSONAL SERVICES

| Title                                    | Total Expense | Amount Requested from NYS | 3rd Party | Other Source | Specify Other Source |
|------------------------------------------|---------------|---------------------------|-----------|--------------|----------------------|
| Office Supplies                          | 2,033         | 1,853                     |           |              |                      |
| Equipment                                | 600           | 0                         |           | 180          | OCHD budget          |
| Office Equipment                         | 0             | 0                         |           | 600          | OCHD budget          |
| Computer Hardware                        | 5,094         | 0                         |           | 5,094        | OCHD budget          |
| Computer Software                        | 3,893         | 0                         |           | 3,893        | OCHD budget          |
| Other Materials/supplies                 | 7,038         | 7,038                     |           |              |                      |
| Cell phones                              | 2,220         | 60                        |           | 2,160        | OCHD budget          |
| Medical Supplies                         | 450           | 450                       |           |              |                      |
| Mailings/Postage                         | 2,200         | 2,200                     |           |              |                      |
| Printing/forms development               | 2,600         | 2,600                     |           |              |                      |
| Travel Administration                    | 2,068         | 2,068                     |           |              |                      |
| Travel Program                           | 71            | 71                        |           |              |                      |
| Interpretation                           | 8,000         | 8,000                     |           |              |                      |
| IT Lead Safe Housing Registry Dbse.      | 0             | 0                         |           |              |                      |
| IT Website Development and Maintenance   | 1,500         | 1,500                     |           |              |                      |
| Media Line                               | 3,700         | 3,700                     |           |              |                      |
| Training/Renovator MVCC                  | 18,050        | 18,050                    |           |              |                      |
| Contracts:                               |               |                           |           |              |                      |
| Unyse Labs for sampling/clearance        | 32,520        | 32,520                    |           |              |                      |
| Remediation Package                      | 22,344        | 22,344                    |           |              |                      |
| City of Utica codes contract             | 27,319        | 27,319                    |           |              |                      |
| Neighborhood Center                      | 190,116       | 190,116                   |           |              |                      |
| Mohawk Valley Community Action           |               |                           |           |              |                      |
| Agency/Head Start Outreach               | 1,000         | 1,000                     |           |              |                      |
| Lead Education Seminar                   | 2,369         | 2,369                     |           |              |                      |
| Student Interns                          | 6,636         | 4,867                     |           | 1,769        | OCHD budget          |
| QI/LPP Project Mgr 1200 hrs. @ \$55./hr. | 66,000        | 38,065                    |           | 27,935       | In-Kind              |
|                                          | \$407,821     | \$366,190                 | \$0       | \$41,631     |                      |

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**FORM B-1**  
**PERSONAL SERVICES**

Contractor Name: Oneida County  
 Contract Period: April 1, 2012 to March 31, 2013  
 Contract Number: # CO26835

**PERSONAL SERVICE**

| Title                                            | Incumbent        | Description                                                                         |
|--------------------------------------------------|------------------|-------------------------------------------------------------------------------------|
| Public Health Director                           | Gayle Jones      | Administrative oversight of LPP program, LPP Project Manager reports to Director    |
| Fiscal Services Administrator                    | Thomas Engle     | Fiscal oversight of LPP grant                                                       |
| Asst. County Attorney                            | Brian Miga       | Legal/enforcement duties associated with LPP grant                                  |
| Public Education Coordinator                     | Kenneth Fanelli  | Public Information, prepares press releases, writes PSAs, articles, media contact   |
| Public Health Educator                           | Krista Drake     | Assists with lead community education and outreach programs, property owner         |
| Dir. Environmental Health                        | Daniel Gilmore   | Administers EH programs                                                             |
| Sr. PH Sanitarian (FZ)                           | Francis Zimmer   | Provides risk assessor and XRF services, conducts inspections, prepares enforcement |
| Principal Clerk                                  | Jackie Makuch    | Answers LPP phones when Administrative Assistant is off or busy, orders supplies,   |
| Community Health Worker Administrative Assistant | Betty Jones      | Oversees community health worker program and makes referrals to LPP.                |
| Community Health Worker                          | Jazmina Hodzic   | Provides LPP educational materials and program offerings to her clients and makes   |
| Community Health Worker                          | Angel Woolheater | Provides LPP educational materials and program offerings to her clients and makes   |
| MCH Nurse                                        | Stacey Farrell   | Provides LPP educational materials and program offerings to her clients             |
| MCH Nurse                                        | Kim Brucker      | Provides LPP educational materials and program offerings to her clients             |

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT  
FORM B-2  
FRINGE BENEFITS**

Contractor Name: Oneida County  
 Contract Period: April 1, 2012 to March 31, 2013  
 Contract Number: # CO26835

**FRINGE BENEFITS**

| Component                  | Rate (%) |
|----------------------------|----------|
| FICA/Medicare              | 7.65%    |
| Health Insurance           | 28.00%   |
| Life Insurance             | 0.00%    |
| Unemployment Insurance     | 0.25%    |
| Disability Insurance       | 0.00%    |
| Worker's Compensation      | 2.20%    |
| Pension/Retirement         | 21.00%   |
| Total Fringe Benefit Rate* | 59.10%   |

\*This amount must equal the percentage used in budget calculations.



**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT  
FORM B-3  
NON PERSONAL SERVICES (NPS)**

Contractor: Oneida County Health Department  
Contract Period April 1, 2012 to March 31, 2013  
Contract Number: # CO26835

**NON PERSONAL SERVICES (NPS)**

| Item                                                                | Cost      | Description                                                                             |
|---------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------|
| Office Supplies                                                     | \$2,033   | Supplies needed to run an efficient office, supplies for educational programs, paper,   |
| Equipment                                                           | \$600     | (6) heavy duty padded folding covers with hand safety strap for New IPAD tablets        |
| Office Equipment                                                    | \$0       |                                                                                         |
| Computer Hardware                                                   | \$5,094   | 6 New IPAD 64 GB 4 LTE tablets with 5 megapixel built in camera necessary for           |
| Computer Software                                                   | \$3,893   | (1) Palm Tech Inspection Software @\$899., (5) Palm Tech Inspection                     |
| Other Materials and Supplies                                        | \$7,038   | 221 cleaning kits for 'wet cleaning' at \$28. each including Swiffer Wet mop kit @\$22. |
| Medical Supplies                                                    | \$450     | Gloves for taking dust sampling specimens, shoe covers to prevent getting lead dust on  |
| Cell Service                                                        | \$2,220   | Service necessary to support use of (6) I PADs at \$30. month X 12 months =\$2,160.,    |
| Mailings/Postage                                                    | \$2,200   | For correspondence with landlords, contractors, clients, general mailing, Notice        |
| Printing/forms development                                          | \$2,600   | Printing forms, educational materials, handouts, printing for property owner            |
| Travel Administration                                               | \$2,068   | Travel to Lead & Healthy Homes Conference in New Orleans 4/29-5/4/2012                  |
| Travel Program                                                      | \$71      | Mileage adjusted to the Federal mileage rate for field visits, meetings with property   |
| Interpretation                                                      | \$8,000   | Required for home lead education and inspections or other meetings for new              |
| IT Lead Safe Housing Registry Dbse.                                 | \$0       | Temporarily on hold due to City of Utica budget woes, until they can obtain staffing    |
| IT Website Development and Maintenance                              | \$1,500   | Maintains lead recalls and information website for LPP, adds new seminars,              |
| Media Line                                                          | \$3,700   | Run LPP program article/ad in community newspaper servicing high risk designated        |
| Training/Renovator MVCC                                             | \$18,050  | Necessary to provide (90) Renovator training slots to support safe work practices       |
| Contracts:                                                          |           |                                                                                         |
| Unyuse Labs for sampling/clearance                                  | \$32,520  | Provides for 221 dust wipe (10) sample sets, normally averages \$80.00 per unit         |
| Remediation Kits for Primer paint combo stabilization pilot project | \$22,344  | Necessary to insure interim control primer/paint stabilization is completed with        |
| Student Interns                                                     | \$6,636   | Student interns 352 hrs. @\$18.85/hr. responsible to assist LPP with putting            |
| City of Utica Codes Contract                                        | \$27,319  | Per contract with Oneida County Health Department, codes officers are deputized to      |
| Neighborhood Center                                                 | \$190,116 | Provides 2.5 FTE home visitation staff for LPP home visits to enroll families with new  |
| Mohawk Valley Community Action Agency/Head Start                    | \$1,000   | Necessary for planning and implementation of lead community outreach health fair for    |
| Lead Legal Seminar                                                  | \$2,369   | Necessary to educate judges, attorneys, law guardians, hearing officers, and codes      |
| QI Coordinator/LPP Project Manager 1200 hrs @\$55./hr               | \$66,000  | Oversees the Lead primary prevention project. Prepares reports for County               |

**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, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 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.



# ONEIDA COUNTY HEALTH DEPARTMENT

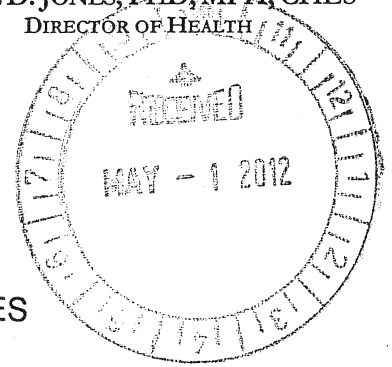
Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

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



April 11, 2012

FN 20

12-227

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Re: **Correction** to Amendment of January 1, 2008  
through March 31, 2012 C-023199

On April 3, 2012, our Department forwarded for your consideration five (5) copies of an amendment between Oneida County through its Health Department – Environmental Health and the New York State Department of Health for the provision of human post exposure due to rabies.

On April 9, 2012, our Department was notified that The New York State Department of Health Bureau of Communicable Disease Control submitted the amendment to our Department with an error in the date of the amendment.

Attached are five (5) copies of the **corrected** amendment between Oneida County through its Health Department – Environmental Health and the New York State Department of Health with the correct dates of April 1, 2011 through March 31, 2012. No changes to the signature page or dollar amounts were made to the amendment. The New York State Department of Health has determined the amendment is necessary for Oneida County's rabies contract dated January 1, 2008 through March 31, 2012 due to Oneida County exceeding its allocation in years one through three of the contract. Amendment reimbursement remains at \$22,830.62.

Please note that the State Department of Health has requested two (2) original copies of the amendment must be original signatures. No stamped copies will be accepted. Notary commission date must be current.

This is a mandated program by public health law.

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

Sincerely,

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

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

Anthony J. Picente, Jr.  
County Executive

attachments  
ry

Date 4/20/12

**CORRECTED CONTRACT SUMMARY SHEET**

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Environmental Health

**NAME AND ADDRESS OF VENDOR:** Bureau of Communicable Disease Control  
New York State Department of Health  
Corning Tower, Empire State Plaza, Room 651  
Albany, New York 12237

**VENDOR CONTACT PERSON:** Renee Lund-Feisthamel, Health Program Administrator

**SUMMARY STATEMENTS:** The Environmental Health Division is responsible for monitoring diseases that animals may transmit to humans. Rabies, which is invariably fatal, is the most significant of these diseases. This contract will allow the Health Department to treat human post exposure, specimen preparation, shipment and pet vaccination clinics. The New York State Department of Health, Bureau of Communicable Disease Control has determined an amendment is necessary for the Oneida County rabies contract initially started on January 1, 2008 through March 31, 2012 due to Oneida County exceeding its allocation in years one through three of the contract. The term of this amendment is for the period of April 1, 2011 through March 31, 2012 in the amount of 22,830.62 and is 100% funded by the New York State Department of Health. This is a mandated program by public health law.

**INITIAL START DATE OF FIVE YEAR CONTRACT:** January 1, 2008 through March 31, 2012 in the amount of \$53,116.

**CORRECTED AMENDMENT TERM:** April 1, 2011 through March 31, 2012 in the amount of \$22,830.62.

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

**FUNDING SOURCE:** A4018 A3401.05 100% State funded

Less Revenues: \_\_\_\_\_

State Funds: \_\_\_\_\_ \$22,830.62

County Dollars – Previous Contract -0-

County Dollars – This Contract - -0-

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

**DATE:** April 11, 2012

Signature Page for:

Contract Number: C-023199

Contractor: Oneida County Health Dept.

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, CCH

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Code 12000  
APPENDIX X

Contract Number: C-023199

Contractor: Oneida County Health Dept.

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 June 2006, A-1 January 2008 and H April 2003 with the attached appendix(es) A December 2011 and A-1 October 2008 and H January 2010.
- Adds the attached appendix(es) B-1
- Other: (describe) Budget Increase

This amendment is 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:

\$ 53,116 From 01 / 01 / 08 to 03 / 31 / 12  
(Value before amendment) (Initial start date)

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

\$ 22,830.62 From 04 / 1 / 11 to 03 / 31 / 12  
*Corrected*

This will result in new contract terms of:

\$ 75,946.62 From 01 / 1 / 08 to 03 / 31 / 12  
(All years thus far combined) (Initial start date) (Amendment end date)

# **APPENDIX A**

**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, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

required to be covered by the provisions of the Workers' Compensation Law.

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

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



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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 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 A-1**

APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
  - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
    - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
    - ii. For a nonprofit organization other than
      - ◆ an institution of higher education,
      - ◆ a hospital, or
      - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
    - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
    - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
  - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
    - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
    - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
  - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
    - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
    - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
    - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
- a. LOBBYING CERTIFICATION
    - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
    - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the

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

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
  - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
    - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
    - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000



and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
  - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
  - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

*Instructions for Certification*

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
  - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service

being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
  - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
  - ◆ Appendix C - Section 11, Progress and Final Reports;
  - ◆ Appendix D - Program Workplan will require OSC approval.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

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

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

# **APPENDIX B-1**

## APPENDIX B-1

### BUDGET

County of Oneida

Contract Number: C-023199

Budget Period: January 1, 2008 to March 31, 2012

Reimbursement for human rabies postexposure treatment, specimen preparation and shipment, and pet vaccination clinics that are carried out according to the rabies protocol referenced in Appendix D will be reimbursed as follows:

Actual expenses, not to exceed the following maximum levels, will be reimbursed.

|                                             |                                                                               |
|---------------------------------------------|-------------------------------------------------------------------------------|
| Human Treatment                             | \$1,000/individual treated                                                    |
| Specimen Preparation and Shipment           | \$25/bat specimen<br>\$60/small animal specimen<br>\$75/large animal specimen |
| Pet Vaccination Clinics<br>(every 4 months) | \$5,000/year                                                                  |

**Budget Amount January 1, 2008 – March 31, 2012 \$75,946.62**

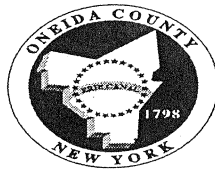
however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.



Anthony J. Picente Jr.  
County Executive

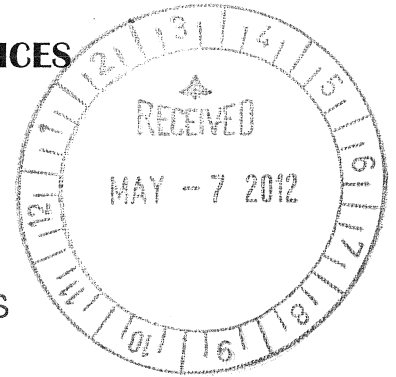


Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

FN 20 12-228



April 27, 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 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 New York State's Office of Temporary and Disability Assistance has encouraged local districts to design programs which assist applicants or recipients of public assistance in obtaining employment, therefore alleviating or reducing their need for Temporary Assistance.

This renewal Agreement is with the Oneida County Workforce Development which operates Oneida County's Pride in Work Program for all TANF employable applicant/recipients. The program is a full time four week training component combining life skills, work experience, job search and the assistance of job developers. It is designed to reduce the number of new TANF cases in Oneida County.

The term of the Agreement is July 1, 2012 through June 30, 2013. The total cost for this Purchase of Services Agreement is \$ 311,000 and there is no local cost to support this contract.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for their review.

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 5/7/12

4/27/12  
# 67301

**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 Department Workforce Development  
209 Elizabeth Street  
Utica, New York 13501

**Title of Activity or Services:** JOB Readiness/ JOB Placement & Pride in Work Program

**Proposed Dates of Operations:** July 1, 2012 through June 30, 2013

**Client Population/Number to be Served:** Safety Net Applicants and Temporary Assistance Recipients TANF/Safety Net. Numbers are unlimited.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** This is a full time four week program operated at the Access Center in Utica & the Adult Learning Center in Rome. A class begins every week in Utica & on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume' writing, interviewing techniques and budgeting. The second two weeks involves an active job search combined with an assignment to a work experience.

The Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills to include resume preparation, application and interviewing skills,
- Computer and internet based application skills and communication,
- Oral communication and phone skills,
- Attendance, dress and workplace etiquette, including conflict resolution,
- Motivation, self confidence, perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

**2). Program/Service Objectives and Outcomes** This is a full time four week program designed to help Temporary Assistance Applicants/Safety Net find employment which would negate their need for temporary assistance benefits. Public Assistance Recipients that are considered employable will also be placed into the program to reduce their need for public assistance by obtaining employment.

**3). Program Design and Staffing Level** - This Contract is with the Office of Employment & Training and they have a subcontract with Madison/Oneida BOCES.

Staffing: Employment & Training

1 Full-time Project Coordinator  
1 Full-time Job Developer  
1 Full-time Job Placement Assistant

Madison/Oneida BOCES

1 Full-time Work Skills Teacher I  
1 Full-time Work Skills Teacher II  
1 Full-time Work Skills Teacher III  
1 Full-time Program Supervisor

**Total Funding Requested:** \$ 311,000

**Oneida County Dept. Funding Recommendation:** Account # A6014.49543

**Mandated or Non-mandated:** Non-mandated, however all safety net applicants and family assistance applicants are required to look for work prior to their case opening.

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

|                |        |            |
|----------------|--------|------------|
| <b>Federal</b> | 100% = | \$ 311,000 |
| <b>State</b>   | 0 % =  | \$ 0       |
| <b>County</b>  | 0 % =  | \$ 0       |

**Cost Per Client Served:**

**Past performance Served:** The maximum cost of the Contract for the period July 1, 2011 through June 30, 2012 was \$311,000. The Pride in Work Program had a total of 1,179 referrals in both Utica and Rome from January 2011 through December 2011.

**O.C. Department Staff Comments:** The Department originally contracted for this service with both Madison/Oneida BOCES and the Office of Employment and Training. The two agencies have combined their programs since 1997. The program has proved to be one of the most successful employment readiness programs operated by the Department.

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 Oneida County Workforce Development, 209 Elizabeth Street, Utica New York 13501 (hereinafter called Contractor).

WITNESSETH

This Agreement is to begin on the 1st day of July, 2012, and will end on the 30th day of June, 2013 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

WHEREAS, the Department desires to reduce the number of recipients of Temporary Assistance and Food Stamps through placement in meaningful employment,

WHEREAS, the Contractor has the experience and staff to train Temporary Assistance and Food Stamp recipients or applicants to obtain basic job skills and to assist in the job placement of those recipients or applicants who have successfully completed the program,

NOW, THEREFORE, the Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level.
- Teach Job finding skills to include resume preparation, application and interviewing skills, updating registration with One Stop
- Computer and internet based application skills and communication
- Oral communication and phone skills
- Attendance, dress and workplace etiquette, including conflict resolution
- Motivation, self confidence, perseverance
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program

Page 2 of 11

The Department agrees to determine eligibility and select participants for the program.

The Contractor agrees to notify the Department of program attendees, no-shows and terminations and of employments on a current basis as they occur. The Contractor will submit attendance sheets with any progress comments and verified excuses for time missed to the Department. Employments will be reported to the department and verified after the start date with the following information: Name and address of employer, start date, rate of pay, hours/days and shift, pay period, and expected date of the first pay.

The Contractor agrees to compile Program Evaluation data / material at the mid-point of the contract, and at the conclusion of the program.

The liaison for this program shall be;

- (1) from the Oneida County Department of Social Services:  
Philip Martini Employment Supervisor
- (2) from the Madison - Oneida BOCES:  
Continuing Education
- (3) from the Oneida County Office of Workforce  
Development: David Mathis

The Department agrees to pay the cost, up to a maximum of \$311,000 as per attached budget.

The Contractor will bill as stated above, on a County voucher with the supporting documentation attached including participants names, case numbers, and training status. The Contractor agrees to provide other data as required by the Department.

The Contractor agrees to reconcile all expenditures, as stated on the billing vouchers, including specific personal costs.

No extension of this contract may be made beyond the expiration date unless both parties agree to extend such contract by written agreement. Any option to extend the contract or to contract for a new period of time, is at the option of the Department.

The Department and the Contractor will meet monthly to review the contract, and at other times as requested by either party.

The Contractor agrees to maintain financial records and necessary supporting documents as required by the Department. Such financial and statistical records shall be subject at all reasonable times

*Oneida County Workforce Development  
Pride In Work*

# 67301  
7/1/12-6/30/13

Page 3 of 11

to inspection, review, or audit by authorized County, State, and / or Federal personal.

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

All information contained in the Contractor'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, as well as any applicable Federal Laws and any regulations promulgated, thereunder, and shall not be disclosed except as authorized by law.

The Contractor agrees to comply with all applicable Federal Laws, including 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. 11246, entitled; "Equal Employment Opportunity", as amended by 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 found in the Federal Code of Regulations.

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 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.

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 Department shall be held harmless for any liability whatsoever for whatever reason associated with the training or placement of any of its Temporary Assistance and Food Stamp clients enrolled in the Pride in Work Program, delivered by the Contractor.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

This Agreement can be terminated with a 30 day written notice by either party.

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."

The activities provided by this Contract are not otherwise available on a non-reimbursable basis.

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: April 27, 2012

Agency: Oneida County Workforce Development

Authorized Signature: *David Mathis*

Print Authorized Name: David L. Mathis

Title: Director

\*\*\*\*\*

JULY 1, 2012 - JUNE 30, 2013  
PRIDE IN WORK

## Salaries:

|                        |      |                      |
|------------------------|------|----------------------|
| Mary Beth Ricci        | 100% | \$ 39,364.00         |
| Nancy Gaston           | 100% | \$ 29,978.00         |
| Juan Lehner            | 100% | \$ 28,964.00         |
| Mary Rieth             | 25%  | \$ 5,000.00          |
| <b>Total Salaries:</b> |      | <b>\$ 103,306.00</b> |

## Fringe Benefits

|                 |      |              |
|-----------------|------|--------------|
| Mary Beth Ricci | 100% | \$ 8,875.00  |
| Nancy Gaston    | 100% | \$ 13,325.00 |
| Juan Lehner     | 100% | \$ 8,075.00  |

**Total Benefits** \$ 30,275.00

**Total Salaries & Benefits** \$ 133,581.00

## Other Expenses:

|                                         |               |
|-----------------------------------------|---------------|
| Rent/Lease                              | \$ 4,000.00   |
| Tele./Conf.                             | \$ 1,400.00   |
| Supplies                                | \$ 245.00     |
| Bus Passes                              | \$ 750.00     |
| One-Stop Desk (Rome)                    | \$ 4,080.00   |
| Administration/Overhead                 | \$ 3,750.00   |
| Contract Expense (Madison-Oneida BOCES) | \$ 163,194.00 |

**Total Other Expenses** \$ 177,419.00

**Grand Total** \$ 311,000.00

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.

Oneida County Workforce Development

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

David L. Mathis, Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

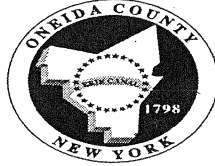
*David Mathis*

SIGNATURE

April 27, 2012

DATE

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

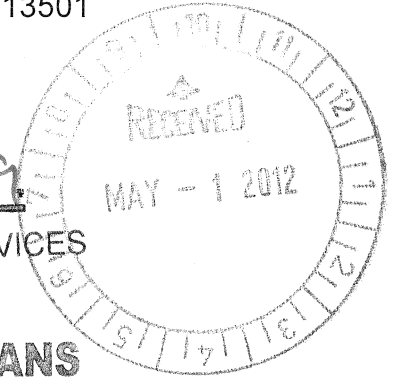
**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

April 18, 2012

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

FN 20 12 229  
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 Resource Center for Independent Living Inc. is for two Disability Services Specialists which services TANF/Safety Net Family Recipients with disabilities. The Disability Services Specialist work with a number of community employers to engage clients in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

The cost of this Agreement is \$ 83,972 for the year May 1, 2012 through April 30, 2013. There is no local cost to support this effort.

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

4/20/12

# 15707  
4/18/12

Oneida Co. Department Social Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization:

Resource Center for Independent Living Inc.  
401-409 Columbia Street  
P. O. Box 210  
Utica, New York 13503-0210

Title of Activity or Services: Disability Services Specialists

Proposed Dates of Operations: May 1, 2012 through April 30, 2013

Client Population/Number to be Served: 50 TANF/Safety Net Family recipients with disabilities per month.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:**

The Disability Service Specialists have established a community network among employers involved in supported employment who, rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises.

**2). Program/Service Objectives and Outcomes -**

Engage 50 clients per month in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

**3). Program Design and Staffing Level -**

(2) Disability Service Specialists

**Total Funding Requested:** \$ 83,972

**Oneida County Dept. Funding Recommendation:** Account #:A6014.49544



**Mandated or Non-mandated:** Mandated

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

|                |       |           |
|----------------|-------|-----------|
| <b>Federal</b> | 100 % | \$ 83,972 |
| <b>State</b>   | 0 %   | \$ 0      |
| <b>County</b>  | 0 %   | \$ 0      |

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted for this service with this provider since 2005. The contract in 2011 was \$ 81,534. The Department of Social Services has had success contracting with RCIL to assist with this population.

**O.C. Department Staff Comments:** The Disability Services Specialists is a vital link in the total plan of bringing the TANF recipient from dependency to total self-sufficiency. This contract is paid 100% through federal funds.

## AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County 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 Resource Center for Independent Living Inc., 401-409 Columbia Street P.O. Box 210, Utica, New York 13503-0210 (hereinafter called Contractor).

### WITNESSETH:

WHEREAS, the Oneida County Department of Social Services, desires to increase assistance to individuals with disabilities, placing people with disabilities in the competitive Job market.

WHEREAS, the Resource Center for Independent Living has developed skill and expertise in placing people with disabilities in the competitive job market. The RCIL staff has the expertise and substantial experience in working with individuals in every major disability group as defined in federal legislation and with individuals with two or more co-existing disabilities. The staff has established a community network among employers involved in supported employment who rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises. This has led to an increased ability to place individuals with disabilities in competitive integrated employment and has increased the confidence of both employers and employees.

NOW THEREFORE, the Department agrees to provide a work site for the Disability Services Specialist with all suitable equipment and support services. The Disability Services Specialist will be assigned to the Oneida County Department of Social Services Employment Office. The workload will be assigned through the Oneida County Social Service Employment Director, supervised by an Employment Case Supervisor.

The Contractor will assign two (2) Disability Services Specialist to the Oneida County Department of Social Services. These Individuals have expertise in working with individuals with disabilities and a thorough understanding of the Social Service system and resources in the community.

The two Disability Services Specialists will be co-located at the Department of Social Services to perform said services both in Utica and Rome Offices. The Specialists will be under the Contractor's supervision with oversight by the Department of Social Services Director of Employment.

The Disability Services Specialist shall follow the Oneida County's work hours and the Contractor agrees to provide the Department with a copy of their agencies personnel rules/policies pertaining to the Disability Service Specialists positions including list of observed days off for holiday,

*Resource Center for Independent Living  
Disability Services Specialists*

# 15707  
May 1, 2012 - April 30, 2013

number of days/hours earned for vacation, personal, sick etc...

The Director of Employment will be notified immediately of all time off approved by the Contractor prior to such time taken, by the two Disability Service Specialists, or as soon as possible when prior notification is not possible.

The Contractor will maintain the Disability Service Specialists as their employees and shall provide him/her with the Contractor's benefits and shall handle all fringe and necessary deductions, per requirements under Federal and State Laws,

Primary duties will include assessment, orientation to Department of Social Services rules and regulations, determination of employability status, provide explanation of any determinations and completing Department of Social Services forms relating to disabilities and releases, obtaining and evaluating medical reports for adults with disabilities within 90 days of Family Assistance case opening. Identify, refer and monitor SSI candidates for assistance in obtaining Federal benefits.

#### Target Population

50 Family Assistance recipients per month with documented disabilities needing assistance to participate in approved Work Activities and placement in the competitive job market.

#### The Vocational Service Coordinators will be responsible for:

- Establish employability status and provide explanation for decisions made for each Family Assistance applicant and re-establish for recipients as needed.
- Enrolling clients in appropriate countable Work Activities as identified under TANF reauthorization requirements. Monitor such activities bi-weekly and record attendance in CMS-the State monitoring database.
- Referring the target population to appropriate providers, such as VESID, training programs, human services agencies, and medical providers, while referring and coordinating supportive services.
- Monitor treatment activities that assist participants to comply with work rules, including medical and mandated services.
- Provide monthly reports to Department of Social Services on the number and activity of participants in each category, by the 5<sup>th</sup> day of the following month.
- Reassess and Re-examine the limitations of all Family Assistance exempt adults to allow participants to enroll in Work Activities to the extent of their ability.
- Refer, monitor and assist 100% of the Family Assistance population determined to be SSI appropriate to pursue appeals and hearings.

#### Outcome:

- Engage 50 clients per month in approved work Activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.
- Establish employability status and provide explanations for determinations made

for each Family Assistance applicant and re-establish for recipients as needed.

- Refer 20 appropriate Family Assistance recipients to programs to assist with obtaining SSI Disability benefits per year.

Term:

The term of the Contract is May 1, 2012 through April 30, 2013. The contract is not to exceed \$83,972 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

Reporting Requirements

Under Chapter 57 of the Laws of 2007, requires the Department to provide a monthly Family Service Performance Report. Contractor must submit monthly reporting to the Department providing the Department with the number of families served each month (broken out by TA-Temporary Assistance and/or 200% of Poverty).

In order to have consistent reporting, the number of families reported each month is to be unduplicated within the contract. A family that is served more than once per month within the contract should be counted only once. If a family receives services from more than one contract with your agency within a month should be counted once per month in each contract that service was received.

The Department must receive monthly reports no later than the 5<sup>th</sup> of the following month of service. Such reports must be submitted to the following Oneida County Departments: Oneida County Department of Social Services, Employment Unit to the Directors attention.

Payment will be made monthly by the Department upon submission by Contractor of a County Voucher, with fiscal explanation attached and other reports as required by the Department. The contractor will provide a final financial reconciliation upon completion of the program. The Contractor's financial records must be complete and available to the Department of Social Services fiscal staff for review and audit upon the Department's request.

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

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

2. by Congress or the Department of Health and Human Services; 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 Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

All information contained in the Contractor's or its sub-contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 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.

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.

The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named

additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

Options to renew the Contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and may for cause, request such individual be relieved of his duties and another person chosen in his place.

This Agreement can be terminated with a 30 day written notice by either party.

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: April 17, 2012

Agency: \_\_\_\_\_ Resource Center for Independent Living

Authorized Signature: 

Print Authorized Name: Burt Danovitz, Ph.D.

Title: Executive Director

\*\*\*\*\*

BUDGET

May 1, 2012 - April 30, 2013

PERSONNEL

|                         |                  |
|-------------------------|------------------|
| Director of Employment  | \$ 3,673         |
| 2 – Vocational Trainers | \$ <u>63,032</u> |
| Sub-total               | \$ 66,705        |

|        |                  |
|--------|------------------|
| Fringe | \$ <u>16,676</u> |
|--------|------------------|

|                          |           |
|--------------------------|-----------|
| Total Personnel Services | \$ 83,381 |
|--------------------------|-----------|

EXPENSES

|                 |              |
|-----------------|--------------|
| Travel/training | \$ 250       |
| Postage         | \$ 40        |
| Supplies        | \$ 251       |
| Printing        | \$ <u>50</u> |

|                |        |
|----------------|--------|
| Total Expenses | \$ 591 |
|----------------|--------|

|       |           |
|-------|-----------|
| Total | \$ 83,972 |
|-------|-----------|

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  
*Resource Center for Independent Living* # 15707  
*Disability Services Specialists* May 1, 2012 - April 30, 2013

# 15707  
4/18/12

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:**

Resource Center for Independent Living Inc.  
401-409 Columbia Street  
P. O. Box 210  
Utica, New York 13503-0210

**Title of Activity or Services:** Disability Services Specialists

**Proposed Dates of Operations:** May 1, 2012 through April 30, 2013

**Client Population/Number to be Served:** 50 TANF/Safety Net Family recipients with disabilities per month.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:**

The Disability Service Specialists have established a community network among employers involved in supported employment who, rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises.

**2). Program/Service Objectives and Outcomes -**

Engage 50 clients per month in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

**3). Program Design and Staffing Level -**

(2) Disability Service Specialists

**Total Funding Requested:** \$ 83,972

**Oneida County Dept. Funding Recommendation:** Account #:A6014.49544

**Mandated or Non-mandated:** Mandated

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

|                |       |           |
|----------------|-------|-----------|
| <b>Federal</b> | 100 % | \$ 83,972 |
| <b>State</b>   | 0 %   | \$ 0      |
| <b>County</b>  | 0 %   | \$ 0      |

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted for this service with this provider since 2005. The contract in 2011 was \$ 81,534. The Department of Social Services has had success contracting with RCIL to assist with this population.

**O.C. Department Staff Comments:** The Disability Services Specialists is a vital link in the total plan of bringing the TANF recipient from dependency to total self-sufficiency. This contract is paid 100% through federal funds.

connection with the specific grant.

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

\_\_\_\_\_  
\_\_\_\_\_

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

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

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

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

Resource Center for Independent Living, Inc.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Burt Danovitz, Ph.D., Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

April 17, 2012

DATE



**Oneida County**

**Office for the Aging & Continuing Care**

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

**Michael J. Romano**  
Director

120 Arline Street-Suite 201 Oriskany, NY 13424

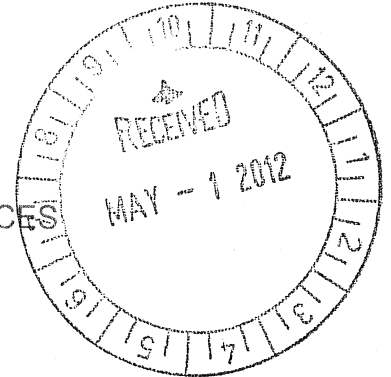
Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

April 20, 2012

FN 20 12 - 230



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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/Office of Continuing Care and the North Utica Senior Citizen's Recreation Center, Inc.

This packet consists of three agreements, two of which provide (Health Insurance Information Counseling and Assistance Program) (HIICAP) Counseling. This assistance is provided by a HIICAP Coordinator and HIICAP Outreach Counselor. These positions allow the continuation of the Medicare Resource Center which counsels Medicare Beneficiaries and their families with respect to Medicare, Medgap Supplemental Insurance, Medicare Drug Card Program, and Medicare Part D coverage.

The third agreement is for the provision of a Community Living/Veteran's Directed Community Based Services Program Coordinator. This position involves client service coordination which will link individuals with home and community based services and supports who are most at risk for Medicaid spend down and Nursing Home Placement.

The total amounts of these three agreements are \$80,783.50 and are fully funded by Federal dollars with no County dollars involved.

The terms of this Agreement will commence April 1, 2012 and terminate December 31, 2012.

I am available at your convenience to respond to any questions, which you might have regarding this contract.

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: 4/27/12



**ONEIDA COUNTY OFFICE FOR THE AGING  
CONTRACT SUMMARY**

**Name of Proposing Organization:** North Utica Senior Citizens Recreation Center, Inc.

**Type of Activity or Service:** Medicare Resource Center, HIICAP Coordinator, HIICAP Outreach Counselor, and Program Coordinator for the Veterans and Community Living Consumer Directed Programs.

**Proposed Dates of Operation:** April 1, 2012– December 31, 2012

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

**HIICAP:** Serves Medicare Beneficiaries who need unbiased counseling regarding Medicare, Medicaid, Health and long term care insurance.

**Program Coordinator:** Consumers who are eligible for non-medical consumer directed long term care long term care services and Veterans in need of consumer directed long term care services referred by the Veterans Health Administration.

**1. Narrative Description of Proposed Services**

**HIICAP Medicare Resource Center, HIICAP Coordinator & Outreach Counselor,**

Continue the Medicare Counseling Resource Center which serves all Medicare beneficiaries on issues including:

- Medicare eligibility, benefits and claims filing
- Medicaid eligibility, benefits and spousal protection
- Medicare supplement insurance policy coverage, comparison information and claims filing
- Long term care planning and insurance, including the NYS partnership for LTC and other types of health insurance benefits (including retiree and Medicare Savings Program benefit and EPIC)

**Program Coordinator for the Veterans and Community Living Consumer Directed Programs.**

- To identify individuals who are at risk for Medicaid spend-down and or/ nursing home placement to help them remain in their community.
- Developing services to give individuals the ability for more involvement and control over the types of services, supports, and they benefits receive.

**2. Program/ Service Objectives and Outcome**

**HIICAP Medicare Resource Center, HIICAP Coordinator & Outreach Counselor,**

- Provide counseling to individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services
- Provide counseling services to low income, dual eligible, and hard to reach beneficiaries
- Provide complex counseling services and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Managed Care or Medicare Advantage plans, EPIC enrollment and coordination

**Program Coordinator** for the Veterans and Community Living Consumer Directed Programs.

- To link individuals 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

**HIICAP** Medicare Resource Center, HIICAP Coordinator & Outreach Counselor,

1 - F/T Assistant Coordinator Counselor

- Provide counseling information, referral services and direct assistance in choosing and obtaining long term care insurance.
- Assist Medicare beneficiaries with planning for financing of long term care, understanding policy options, benefits and appeal rights;

1 FT – Counselor

- To provide HIICAP and long term counseling services at selected Medicare Resource Center Sites.

**Program Coordinator** for the Veterans and Community Living Consumer Directed Programs

1 FT – Program Coordinator

- Provide development and coordination of services for the purpose of to developing a flexible consumer directed model of service to allow clients to remain in their community.

Total Funding Requested: \$ 80,783.50

Oneida County Department Funding Recommendations: \$80,783.50

Proposed Funding Source: Account A6772.495136

Federal 100% (\$52,639.56); State \$ 0; County \$ 0

Proposed Funding Source: Account A6772.495.149

Federal 100% (\$28,143.94); State \$ 0; County \$ 0

## AGREEMENT

This is an Agreement by and between the **NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC.** located at 50 Riverside Drive, 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 "**OFFICE**".

### WITNESSETH:

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, WRAP, HIICAP, MIPPA/SHIP, NY Connects/ADRC, and County of Oneida funds.

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

**WHEREAS**, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement;

### NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from

participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”

E. The Contractor shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the Title III services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with funds under this contract shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials funded by OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, WRAP, HIICAP, MIPPA/SHIP, NY Connects/ADRC; and County of Oneida funds will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e. *"This program is supported with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."*). Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.

## 2. FISCAL REQUIREMENT

A. The CONTRACTOR shall keep Title III funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

C. The CONTRACTOR shall comply with all voucher and contribution procedures and submissions of required reports as described in the OFFICE Voucher Instructions.

D. The CONTRACTOR shall report to the OFFICE any and all additional money or program income including contributions generated by the program. *"Program income means gross income*

*received by the subcontractor directly generated by a grant supported activity, or earned as a result of the grant agreement during the grant period.”* REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its budget.

F. The OFFICE shall conduct periodic audit revenues and expenditures, as well as the required annual on site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon requested.

I. The CONTRACTOR shall cooperate with the close-out audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

### 3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the County of Oneida and the OFFICE from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE Title III funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this Title III supported program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement

5. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest social and economic needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

D. The CONTRACTOR agrees to provide the OFFICE with a schedule of planned payroll disbursements for the contract period and to notify the OFFICE in writing 24 hours in advance of any intent to delay payment to the employee.

6. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATIONS

A. The CONTRACTOR agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as some 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 or 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.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The CONTRACTOR, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

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

The Contractors 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.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part



85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this 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
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE (CONTRACTOR 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-

1. The Contractor 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-
  - 1. Abide by the terms of the statement and;
  - 2. 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 the Office.
- (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).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

---



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DRUG-FREE WORKPLACE (CONTRACTORS WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

A. As a condition of the contract, 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 contract; and 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 the Office.

13. PURPOSE

A. The purpose of this Agreement is to establish the terms and conditions herein for which the CONTRACTOR will provide Health Insurance Information, Counseling, and Assistance (HIICAP) to residents of Oneida County who are age 60 years and older.

14. PROGRAM SPECIFICS

A. THE CONTRACTOR agrees to provide unbiased counseling to Medicare Beneficiaries and their families with respect to Medicare, Medgap Supplemental Insurance, Medicare Drug Card Program and Medicare Part D coverage

B. The CONTRACTOR agrees to hold a minimum of 10 trainings throughout the term of the program period with topics related to Medicare, Medgap Supplemental Insurance, Medicare Drug Card Program and Medicare Part D coverage.

C. The CONTRACTOR agrees to provide updated information to OFFICE staff and the public, upon request, regarding Medicare, Medgap Supplemental Insurance, Medicare Drug Card Program and Medicare Part D coverage.

D. The CONTRACTOR agrees to perform telephone information and assistance, and assist with disseminating printed information to clients as necessary.

E. The CONTRACTOR agrees to provide the OFFICE with a calendar and work plan for the program period.

F. The CONTRACTOR agrees to keep complete and updated reference materials on site for use in training.

G. The CONTRACTOR agrees to provide Health Insurance Counseling and Assistance.

1. The CONTRACTOR agrees to coordinate HIICAP with the OFFICE's Intake Unit to receive referrals.

2. The CONTRACTOR agrees to distribute printed information to Medicare Beneficiaries and the general public to inform them of issues related to HIICAP.

3. The CONTRACTOR agrees to hold trainings and workshops to train case management staff and the senior community in topics specific to HIICAP counseling.

15. REIMBURSEMENT OF SERVICES

A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for all activities in accordance with the terms and conditions of this Agreement.

B. The OFFICE agrees to reimburse the CONTRACTOR a maximum of twenty eight thousand three hundred seventy nine dollars and fifty five cents (\$28,379.55) as outlined in Appendix C.

B. The OFFICE grant funds are contingent upon availability of County of Oneida funds; reimbursement is payable in **nine (9) monthly** vouchers as specified in the OFA Voucher Instructions.

C. The CONTRACTOR, its successors and assignees agree to terms and conditions of this written agreement

The terms of this Agreement commence upon April 1, 2012 and terminate on December 31, 2012.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

**CONTRACTOR**

\_\_\_\_\_  
Yvonne McClusky, Director  
North Utica Senior Citizens Recreation Center, Inc.

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING**

\_\_\_\_\_  
Michael J. Romano, Director

\_\_\_\_\_  
Date

Approved As To Form ONLY:  
ONEIDA COUNTY ATTORNEY

BY: \_\_\_\_\_

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19 - J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

### Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

### Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

## Grievance Process

### Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

### Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

### Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

### Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

### Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

Appendix C

| 3/27/12 10:21 AM | Name                   | Hr. Rate | Salary      | Fringe @ 27% | Mileage    | Training | Admin @ 8%  | Total Cost  | 2012 Unit Cost | Cost Center |
|------------------|------------------------|----------|-------------|--------------|------------|----------|-------------|-------------|----------------|-------------|
|                  |                        |          |             | 0.27         |            |          | 0.08        |             |                |             |
|                  |                        |          |             |              |            |          | Salary Only |             | 1372           | 6772        |
|                  | Counselor- Ass't Coord |          |             |              |            |          |             |             |                | 495136      |
|                  | Rositano, Sharon       | \$14.65  | \$20,095.96 | \$5,425.91   | \$1,000.00 | \$250.00 | \$1,607.68  | \$28,379.55 | \$20.68        | HIICAP      |
|                  | Totals                 |          | \$20,095.96 | \$5,425.91   | \$1,000.00 | \$250.00 | \$1,607.68  | \$28,379.55 |                |             |
|                  |                        |          |             |              |            |          |             |             |                |             |
|                  |                        |          |             |              |            |          |             |             |                |             |



Contractor Name: North Utica Community Center  
 Address: 50 Riverside Drive  
Utica, NY 13501  
 Phone: \_\_\_\_\_  
 Prepared by: Susie

PROGRAM / SERVICE  
HIICAP/MIPPA

Contract Period: April 1, 2012-December 2012

| BUDGET SUMMARY CATEGORY      | A. TOTAL BUDGET | B. ADMINISTRATIVE ACTIVITIES | C. DIRECT SERVICES ACTIVITIES |
|------------------------------|-----------------|------------------------------|-------------------------------|
| 1. PERSONNEL                 | \$20,097        | \$20,097                     | \$0                           |
| 2. FRINGE BENEFITS           | \$5,426         | \$5,426                      | \$0                           |
| 3. CONSULTANTS               | \$0             | \$0                          | \$0                           |
| 4. EQUIPMENT                 | \$0             | \$0                          | \$0                           |
| 5. TRAVEL                    | \$1,000         | \$1,000                      | \$0                           |
| 6. RENT                      | \$675           | \$675                        | \$0                           |
| 7. COMMUNICATIONS            | \$585           | \$585                        | \$0                           |
| 8. PRINTING/SUPPLIES         | \$575           | \$575                        | \$0                           |
| 9. OTHER EXPENSES            | \$1,983         | \$1,983                      | \$0                           |
| 10. SUBCONTRACTS             | \$0             | \$0                          | \$0                           |
| <b>11. TOTAL BUDGET</b>      | <b>\$30,341</b> | <b>\$30,341</b>              | <b>\$0</b>                    |
| 12. ANTICIPATED INCOME       | \$0             | \$0                          | \$0                           |
| NET TOTAL (11 LESS 12)       | \$30,341        | \$30,341                     | \$0                           |
| <b>13. OFA GRANT</b>         | <b>\$28,380</b> | <b>\$28,380</b>              | <b>\$0</b>                    |
| 14. CONTRACTOR FUNDS         | \$1,961         | \$1,961                      | \$0                           |
| <b>LESS:</b>                 |                 |                              |                               |
| 14A. Contractor Fund Balance | \$0             | \$0                          | \$0                           |
| 14B. NET CONTRACTOR          | \$1,961         | \$1,961                      | \$0                           |
| <b>15. UNITS</b>             | N/A             |                              |                               |
| UNIT COST FOR THE GRANT      |                 |                              |                               |
| (13 DIVIDED BY 15)           | N/A             |                              |                               |

Contractor: North Utica Community Center

Contract Period: April 1, 2012- December 2012

PROGRAM / SERVICE:  
HIICAP/MIPPA

| I. PERSONNEL                     | ANNUAL SALARY | %TO    | ADMIN    | % | DIRECT |
|----------------------------------|---------------|--------|----------|---|--------|
| Name: Rositano, S.               |               |        |          |   |        |
| Title: F.T. Counselor-Asst Coord |               |        |          |   |        |
| Located at: OFA/OCC \$14.65 /HR  | \$20,097      | 100.0% | \$20,097 |   |        |
| Name:                            |               |        |          |   |        |
| Title:                           |               |        |          |   |        |
| Located at:                      | \$0           | 0.0%   | \$0      |   |        |
| Name:                            |               |        |          |   |        |
| Title:                           |               |        |          |   |        |
| Located at:                      |               |        |          |   |        |
| Name:                            |               |        |          |   |        |
| Title:                           |               |        |          |   |        |
| Located at:                      |               |        |          |   |        |
| Name:                            |               |        |          |   |        |
| Title:                           |               |        |          |   |        |
| Located at:                      |               |        |          |   |        |
| Name:                            |               |        |          |   |        |
| Title:                           |               |        |          |   |        |
| Located at:                      |               |        |          |   |        |
| Name:                            |               |        |          |   |        |
| Title:                           |               |        |          |   |        |
| Located at:                      |               |        |          |   |        |
| Name:                            |               |        |          |   |        |
| Title:                           |               |        |          |   |        |
| Located at:                      |               |        |          |   |        |
| <b>TOTAL PERSONNEL</b>           | \$20,097      | *      | \$20,097 | % |        |

\*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contractor: North Utica Community Center

Contract Period: April 1, 2012-December 2012

PROGRAM / SERVICE:

HIICAP/MIPPA:

**2. FRINGE BENEFITS:**

Composite Percentage: 27

TOTAL \$5,426

**3. Consultants:**

| Consultant<br>(List Name & Title for each entry) | Type of Service | Unit Cost<br>(Rate/Hour) | No. of Units<br>(Hour/Session) | Amount    |
|--------------------------------------------------|-----------------|--------------------------|--------------------------------|-----------|
| Name:                                            |                 |                          |                                |           |
| Title:                                           |                 |                          |                                |           |
| Name:                                            |                 |                          |                                |           |
| Title:                                           |                 |                          |                                |           |
|                                                  |                 |                          |                                | TOTAL \$0 |

**4. Equipment: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)**

| Item And Description<br>(Unit Cost of \$300 or More) | Quantity | Unit Purchase Price | Annual Unit Rental Price | Amount Chargeable to Program |
|------------------------------------------------------|----------|---------------------|--------------------------|------------------------------|
|                                                      |          |                     |                          |                              |
|                                                      |          |                     |                          |                              |
|                                                      |          |                     |                          |                              |
|                                                      |          |                     |                          |                              |

Briefly describe equipment items with a unit cost of less than \$300.

TOTAL \$0

**4. Travel (Staff)**

Mileage 1800 @ 0.555 per mile  
 Tolls & Parking \_\_\_\_\_ for \_\_\_\_\_ Miles  
 Public Transportation \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TOTAL \$1,000

NOTE: See "Other Expenses" for Conferences, Seminars & Training.

Contractor: North Utica Community Center

Contract Period: April 1, 2012-December 2012

PROGRAM / SERVICE:  
HIICAP/MIPPA

**6. Rent: (Include information below for rental property. Also include maintenance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.)**

|                                    |                   |                           |       |       |
|------------------------------------|-------------------|---------------------------|-------|-------|
| 1. Location: _____                 | Owner: _____      |                           |       |       |
| Square footage: @ _____            | per sq. ft. _____ | in-kind [ ]               |       |       |
| Monthly Rental _____               | x 12 = _____      | \$900                     |       |       |
| Utilities _____                    |                   | Janitorial Services _____ |       |       |
| Maintainance-in-lieu of rent _____ |                   |                           |       |       |
| 2. Location: _____                 | Owner: _____      |                           |       |       |
| Square footage: @ _____            | per sq. ft. _____ | in-kind [ ]               |       |       |
| Monthly Rental _____               | x 12 = _____      |                           |       |       |
| Utilities _____                    |                   | Janitorial Services _____ |       |       |
| Maintainance-in-lieu of rent _____ |                   |                           |       |       |
| 3. Location: _____                 | Owner: _____      |                           |       |       |
| Square footage: @ _____            | per sq. ft. _____ | in-kind [ ]               |       |       |
| Monthly Rental _____               | x 12 = _____      |                           |       |       |
| Utilities _____                    |                   | Janitorial Services _____ |       |       |
| Maintainance-in-lieu of rent _____ |                   |                           |       |       |
|                                    |                   |                           | TOTAL | \$675 |

**7. Communications**

|                                     |           |                           |             |
|-------------------------------------|-----------|---------------------------|-------------|
| Used for program's use only         |           |                           |             |
|                                     | Telephone | Fax                       | Modem       |
| Number of lines _____               |           |                           |             |
| Average charge per month \$ _____   | \$ _____  | \$ _____                  | \$ _____    |
| Telecommunications : \$ _____       | \$780     | \$65 /month               |             |
| Postage: (general mailing) \$ _____ |           | Number of pieces: _____   |             |
| Postage: (bulk mailing) \$ _____    |           | Number of mailings: _____ |             |
| Others: \$ _____                    |           |                           |             |
|                                     |           |                           | TOTAL \$585 |

**8. Printing and Supplies:**

|                                                                            |          |             |
|----------------------------------------------------------------------------|----------|-------------|
| Be specific in listing printing and pupply needs used by the program only. |          |             |
| Printing: (description of item)                                            | Quantity | Total Cost  |
| Training material                                                          | _____    | \$125.00    |
| Vol. Recruitment/Recog supplies                                            | _____    |             |
| Brochures                                                                  | _____    | \$75.00     |
| Flyers                                                                     | _____    |             |
| Signage                                                                    | _____    |             |
| Supplies: (used only for the program)<br>paper, print cartridges,          | _____    | \$375.00    |
| _____                                                                      | _____    |             |
| _____                                                                      | _____    |             |
| _____                                                                      | _____    |             |
|                                                                            |          | TOTAL \$575 |

Contractor: North Utica Community Center

Contract Period: April 1, 2012-December 2012

PROGRAM / SERVICE:  
**HIICAP/MIPPA**

**9. Other Expenses: (List specific items and costs.)**

|                                              |                              |               |
|----------------------------------------------|------------------------------|---------------|
| Insurance \$ _____                           | Medical Exams \$ _____       | TOTAL \$1,983 |
| Bonding \$ _____                             | Photocopying \$125 _____     |               |
| Equip, Maint. & Repair \$ _____              | Rubbish Removal \$ _____     |               |
| Vehicle Maint. & Repair \$ _____             | Data Processing \$ _____     |               |
| Conferences, Seminars & Training \$250 _____ | Other (specify below):       |               |
| Membership & Subscriptions \$ _____          | Volunteer Expenses. \$ _____ |               |
| Audit \$ _____                               | Administration \$1,608 _____ |               |
|                                              |                              |               |
|                                              |                              |               |
|                                              |                              |               |

**10. Subcontractors: (List each contract and cost; attach subcontractor budget)**

|       |          |           |
|-------|----------|-----------|
| Name  |          | TOTAL \$0 |
| _____ | \$ _____ |           |
| _____ | \$ _____ |           |
| _____ | \$ _____ |           |
|       |          |           |

**12. Anticipated Income:**

| A.                       | Source                             | Amount   |     |
|--------------------------|------------------------------------|----------|-----|
| 1)                       | _____                              | \$ _____ |     |
| 2)                       | _____                              | \$ _____ |     |
| 3)                       | _____                              | \$ _____ |     |
| 4)                       | _____                              | \$ _____ |     |
| 5)                       | _____                              | \$ _____ |     |
| 6)                       | _____                              | \$ _____ |     |
| B.                       | Total Income(lines 1-6)            | \$ _____ |     |
| C.                       | Less Income used as matching funds | \$ _____ |     |
| <b>TOTAL (3 minus 4)</b> |                                    |          | \$0 |

**13. OFA Funds Requested:**

|  |  |                |
|--|--|----------------|
|  |  | TOTAL \$28,380 |
|--|--|----------------|

**14. Contractor Funds:**

| Source:                                       | Amount   |     |
|-----------------------------------------------|----------|-----|
| _____                                         | \$ _____ |     |
| _____                                         | \$ _____ |     |
| _____                                         | \$ _____ |     |
| _____                                         | \$ _____ |     |
| Plus: Income used as Matching funds(item 12C) | \$ _____ |     |
| <b>TOTAL</b>                                  |          | \$0 |

## AGREEMENT

This is an Agreement by and between the **NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC.** located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter known as the "**OFFICE**".

### WITNESSETH:

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

**WHEREAS**, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement;

### **NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

#### 1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The Contractor shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the Title III services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with funds under this contract shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that all program, public information materials, or other printed or published materials on the services funded by the OFFICE will give due recognition to the Oneida County Office for the Aging (The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined) (i.e., *"This program is supported by Oneida County Office for the Aging."*). (Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.)

## 2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep Title III funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

C. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

D. The CONTRACTOR shall report to the OFFICE any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the subcontractor directly generated by a (OFFICE) grant supported activity, or earned as a result of the (OFFICE) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its budget.

F. The OFFICE shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon request.

I. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the OFFICE and County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.



4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE Title III funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this Title III supported program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement.

5. GRIEVANCE PROCEDURES

The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. 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 by performance of this contract by the contractor and 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 the Oneida-Herkimer Solid Waste Authority facilities.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA

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

The Contractors 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.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. 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.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this 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

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

C. DRUG-FREE WORKPLACE (CONTRACTOR 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-

1. The Contractor 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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

1. The dangers of drug abuse in the workplace;

2. The Contractor's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance program; and

4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

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

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

1. Abide by the terms of the statement and;

2. 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 the Office

(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).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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DRUG-FREE WORKPLACE (CONTRACTORS WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the contract, 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 contract; 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: the Office

14. SERVICES

- A. The CONTRACTOR agrees to provide service personnel as listed in Appendix C.
- B. The CONTRACTOR agrees to make a good faith effort to serve low income minority older individuals in their service area at the same proportion that is in the general population of their service area.
- C. The services provided by the CONTRACTOR shall include, but are not limited to: Information and Assistance, Public Information, Caregiver Services, In Home Contact and Support, Outreach, Health Insurance Counseling, and Energy Assistance.

D. The CONTRACTOR agrees that the Service Area will be generally designated as the County of Oneida, and the OFFICE shall alter service assignments based on need.

E. The CONTRACTOR agrees to prioritize individuals to be served as follows: homebound, low income, minority, disabled (physically and mentally), at-risk (age 75 and older), isolated and living alone.

F. The CONTRACTOR agrees to provide services at the following locations: home settings, housing complexes, congregate sites of the Nutrition Program for the Elderly, senior centers and in the community at-large. The site visit schedule will be established by the OFFICE.

G. Job description for Nursing Home Diversion Grant Project Coordinator duties are provided in Appendix D

15. SUPERVISION

A. The OFFICE's designee will supervise, monitor and evaluate all activities performed by all staff they relate to this Agreement.

B. The OFFICE's designee will assign all projects and work to contracted personnel.

16. OTHER SPECIFICATIONS

A. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive delivery system for Aging Services in Oneida County.

B. The CONTRACTOR agrees to provide the OFFICE with a schedule of planned payroll disbursements for the contract period and to notify the OFFICE in writing 24 hours in advance of any intent to delay payment to the employee. The schedule shall include method of payment, dates, and times of payroll disbursement. The CONTRACTOR is required to adhere to the said schedule. The OFFICE and each employee, employed through this agreement, will be provided with the schedule at the beginning of the contract period. The OFFICE and each said employee will be notified at least 24 hours in advance of any intent to delay payment to employee

C. The CONTRACTOR agrees to maintain employee time accruals starting each employee's sick, vacation and personal time pursuant to the CONTRACTORS Personnel Policy. The CONTRACTOR shall provide each employee and the OFFICE with an accurate and up to date accounting of their time bank with each payroll disbursement.

D. The OFFICE will provide office space, telephones, tech support, supervision and assistance to the contracted personnel.

E. The CONTRACTOR agrees to ensure that staff training is available to enhance staff performance of aging services; training may be provided by the CONTRACTOR, OFFICE or other.

F. The CONTRACTOR and the OFFICE agree to hold periodic coordinating meetings and be responsive to each other's needs.

G. The CONTRACTOR agrees to develop and implement a public relations plan with the objective to increase public awareness of senior center programs and activities and to increase participation in programs and activities at senior centers.

17. REIMBURSEMENT FOR SERVICES

- A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for personnel activities in accordance with the terms and conditions of this Agreement.
- B. The CONTRACTOR will voucher the OFFICE for completed units of service, up to **1372 units (hours)** per employee. The total payments for this contract will not exceed twenty eight thousand one hundred forty three dollars and ninety four cents (**\$28,143.94.**) The reimbursable **1372** hours include sick leave, designated holidays, personal leave and vacation time, training and mileage in accordance with the OFFICE'S work schedule.
- C. The Contractor will submit **monthly** expenditure reports and corresponding back up for all payroll and program related expenses.
- D. Individual funding may be adjusted within the contract maximum at the time of transition, resignation, dismissal) by Memorandum of Understanding.
- E. The contract is contingent upon availability of County of Oneida funds; reimbursement is payable in **twelve (12 ) monthly** vouchers as specified in the OFA Voucher Instructions.
- F. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement commence April 1, 2012 and terminate December 31, 2012.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

**CONTRACTOR**

\_\_\_\_\_  
Yvonne Mc Clusky, Director  
North Utica Senior Citizens Recreation Center, Inc.

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING**

\_\_\_\_\_  
Michael J. Romano, Director

\_\_\_\_\_  
Date

Approved As To Form ONLY:  
ONEIDA COUNTY ATTORNEY

BY: \_\_\_\_\_



## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19 - J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

**Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

**Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

**Grievance Process****Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

**Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

**Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

**Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

**Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

North Utica  
Appendix C  
2012

| <u>Name</u>         | <u>Hr. Rate</u> | <u>Salary</u> | <u>Fringe @ 27%</u> | <u>Mileage</u> | <u>Training</u> | <u>Admin @ 8%</u> | <u>Total Cost</u> | <u>Unit Cost</u> |        |
|---------------------|-----------------|---------------|---------------------|----------------|-----------------|-------------------|-------------------|------------------|--------|
| Dale Harnett        | \$14.52         | \$19,921.44   | \$5,378.79          | \$1,000.00     | \$250.00        | \$1,593.72        | \$28,143.94       | \$20.51          | 6772   |
| Project Coordinator |                 |               |                     |                |                 |                   |                   |                  | 495149 |
|                     |                 |               | 0.27                |                |                 | 0.08              |                   | 1372             |        |
|                     |                 |               |                     |                |                 | Salary Only       |                   |                  |        |
| Totals              |                 | \$19,921.44   | \$5,378.79          | \$1,000.00     | \$250.00        | \$1,593.72        | \$28,143.94       |                  |        |

## APPENDIX D

### **Job Description**

#### **Oneida County Office for the Aging/Continuing Care**

**Title:** Program Coordinator- Nursing Home Diversion Project

**Agency:** North Utica Community Center

**Unit:** OFA/OCC Oneida Team

#### **General Description of Position:**

Position exists with the North Utica Community Center, supported by US Administration on Aging and New York State Office for the Aging to support consumers and caregivers who are most at risk for nursing home placement and spend down for Medicaid Long Term care services. This position is located at Office for the Aging/Continuing Care-Oneida Team which will provide a combination of administrative and direct services activities.

#### **Specific duties and tasks:**

- Provides case management for individuals at risk of skilled nursing home placement. Makes home visits performs needs assessments, and care planning, assists consumers and families with preparing community based case budgets,. Assists consumers and family implement flexible non traditional in home services, support, and technologies.
- Acts as a liaison between OFA/OCC case managers, supervisors, NYSOFA, Orange and Broome Counties.
- Coordinates outreach education, and research activities between OFA/OCC, SUNY Albany, Onondaga, and Broome Counties.
- Works with all community-based aging service providers to establish formal arrangements for the provision of services to clients and caregivers serviced by the AOA Demonstration Program.
- Performs all program related reporting, monitoring and outcomes measurement activities.

#### **Minimum qualifications:**

- Bachelor's degree in Human Services and 2 years proven work experience
- An interest and dedication
- Ability to work independently and in a team environment
- Computer literacy and proficiency with Microsoft Office applications
- Experience working collaboratively to accomplish goals
- Experience in public speaking
- NYS Driver's license, reliable vehicle and available for regular travel

## AGREEMENT

This is an Agreement by and between the **NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC.** located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter known as the "**OFFICE**".

### WITNESSETH:

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V; NYSOFA - EISEP, CSE, CSI, SNAP, WRAP, HIICAP, MIPPA/SHIP, NY Connects/ADRC,; and County of Oneida funds.

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

**WHEREAS**, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement;

### NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from

participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”

E. The Contractor shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the Title III services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with funds under this contract shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials funded by OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII, NYSOFA - EISEP, CSE, CSI, SNAP, WRAP, HIICAP, MIPPA/SHIP, NY Connects/ADRC; and County of Oneida funds will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e. *"This program is supported with funding from the Administration on Aging, New York State Office for the Aging, and Oneida County Office for the Aging."*). Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.

## 2. FISCAL REQUIREMENT

A. The CONTRACTOR shall keep Title III funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

C. The CONTRACTOR shall comply with all voucher and contribution procedures and submissions of required reports as described in the OFFICE Voucher Instructions.

D. The CONTRACTOR shall report to the OFFICE any and all additional money or program income including contributions generated by the program. *"Program income means gross income received by the subcontractor directly generated by a grant supported activity, or earned as a result of*

*the grant agreement during the grant period.*" REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its budget.

F. The OFFICE shall conduct periodic audit revenues and expenditures, as well as the required annual on site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon requested.

I. The CONTRACTOR shall cooperate with the close-out audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the County of Oneida and the OFFICE from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party

insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE Title III funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this Title III supported program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement

5. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest social and economic needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

D. The CONTRACTOR agrees to provide the OFFICE with a schedule of planned payroll disbursements for the contract period and to notify the OFFICE in writing 24 hours in advance of any intent to delay payment to the employee.



6. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATIONS

A. The CONTRACTOR agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as some 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 or 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.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The CONTRACTOR, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

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

The Contractors 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.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this 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

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

C. DRUG-FREE WORKPLACE (CONTRACTOR 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-

- 1. The Contractor 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The Contractor's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
    - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
  2. 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 notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
- (f) Taking one of the following actions, 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).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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**DRUG-FREE WORKPLACE (CONTRACTORS WHO ARE INDIVIDUALS):** As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

A. As a condition of the contract, 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 contract; and 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 the Office.

13. PURPOSE

A. The purpose of this Agreement is to establish the terms and conditions herein for which the CONTRACTOR will provide Health Insurance Information, Counseling, and Assistance (HIICAP) to residents of Oneida County who are age 60 years and older.

14. PROGRAM SPECIFICS

- A. THE CONTRACTOR agrees to provide unbiased counseling to Medicare Beneficiaries and their families with respect to Medicare, Medgap Supplemental Insurance, Medicare Drug Card Program and Medicare Part D coverage
- B. The CONTRACTOR agrees to hold a minimum of 10 trainings throughout the term of the program period with topics related to Medicare, Medgap Supplemental Insurance, Medicare Drug Card Program and Medicare Part D coverage.
- C. The CONTRACTOR agrees to provide updated information to OFFICE staff and the public, upon request, regarding Medicare, Medgap Supplemental Insurance, Medicare Drug Card Program and Medicare Part D coverage.
- D. The CONTRACTOR agrees to perform telephone information and assistance, and assist with disseminating printed information to clients as necessary.
- E. The CONTRACTOR agrees to provide the OFFICE with a calendar and work plan for the program period.
- F. The CONTRACTOR agrees to keep complete and updated reference materials on site for use in training.
- G. The CONTRACTOR agrees to provide Health Insurance Counseling and Assistance.
  - 1. The CONTRACTOR agrees to coordinate HIICAP with the OFFICE's Intake Unit to receive referrals.
  - 2. The CONTRACTOR agrees to distribute printed information to Medicare Beneficiaries and the general public to inform them of issues related to HIICAP.
  - 3. The CONTRACTOR agrees to hold trainings and workshops to train case management staff and the senior community in topics specific to HIICAP counseling.

15. REIMBURSEMENT FOR SERVICES

- A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for personnel activities in accordance with the terms and conditions of Appendix C of this Agreement.
- B. The CONTRACTOR will voucher the OFFICE for completed units of service, up to **1372 units (hours)** per employee. The total payments for this contract will not exceed twenty four thousand two hundred sixty dollars and one cent (\$ 24,260.01)
- C. The Contractor will submit **monthly** expenditure reports and corresponding back up for all payroll and program related expenses.
- D. Individual funding may be adjusted within the contract maximum at the time of transition, resignation, dismissal) by Memorandum of Understanding.
- E. The contract is contingent upon availability of County of Oneida funds; reimbursement is payable in **nine (9) monthly** vouchers as specified in the OFA Voucher Instructions.
- F. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement commence April 1, 2012 and terminate December 31, 2012

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

**CONTRACTOR**

\_\_\_\_\_  
Yvonne McClusky, Director  
North Utica Senior Citizens Recreation Center, Inc.

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING**

\_\_\_\_\_  
Michael J. Romano, Director

\_\_\_\_\_  
Date

Approved As To Form ONLY:  
ONEIDA COUNTY ATTORNEY

BY: \_\_\_\_\_

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19 - J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

### **Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

## **Grievance Process**

### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

### **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.



Appendix C

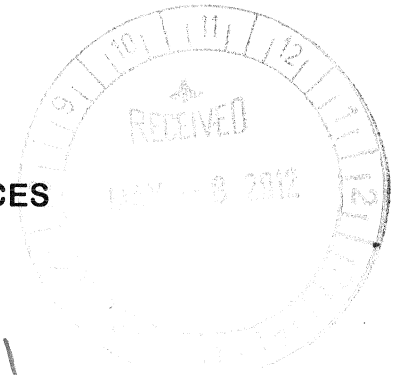
| 2/21/12 3:10 PM   |          |             |              |          |          |             |             |                |             |
|-------------------|----------|-------------|--------------|----------|----------|-------------|-------------|----------------|-------------|
| Name              | Hr. Rate | Salary      | Fringe @ 27% | Mileage  | Training | Admin @ 8%  | Total Cost  | 2012 Unit Cost | Cost Center |
|                   |          |             | 0.27         |          |          | 0.08        |             | 1372           | CSI         |
| F/T Counselor     |          |             |              |          |          | Salary Only |             |                | .6772       |
| Colandra, Melanie | \$12.80  | \$17,562.97 | \$4,742.00   | \$300.00 | \$250.00 | \$1,405.04  | \$24,260.01 | \$17.68        | 495136      |
| Totals            |          | \$17,562.97 | \$4,742.00   | \$300.00 | \$250.00 | \$1,405.04  | \$24,260.01 |                |             |

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



May 7, 2012

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

FN 20 12-231

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.

Enclosed is a Purchase of Services Agreement with the House of Good Shepherd for the operation of Non-Secure Detention Services for Oneida County.

The House of Good Shepherd has provided this service for the Department of Social Services for several years. This co-ed facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents).

The term of this renewal agreement is July 5, 2012 through December 31, 2012. The program's total budget is \$ 284,339.12 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51 % in the amount of \$ 145,012.95.

I respectfully request that this matter be forwarded to the Board of Legislators.

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 5/8/12

5/4/12  
# 12902

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** House of the Good Shepherd  
1550 Champlin Avenue  
Utica, New York

**Title of Activity or Services:** Non-Secure Detention

**Proposed Dates of Operations:** July 5, 2012 through December 31, 2012

**Client Population/Number to be Served:** Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The non-secure detention program has established a co-ed 8 bed facility for youth in need of Detention Services located at 1606 Sunset Avenue. The program reserves 7 non-secure beds for Oneida County youth.

**2). Program/Service Objectives and Outcomes -**

Provides for the local temporary placement of youth who are placed by Family Court Remand PINS warrant, JD warrant or placed by a Peace Officer until or when a permanent placement is provided, determined or located.

**3). Program Design and Staffing Level -** A co-ed Non-Secure facility 24 hour supervision and care. Staffing level:

- 7 Full Time Child Care Workers
- 2 Full Time Shift Supervisors
- 1 Full Time Senior Child Care Worker
- 1 Full Time Program Manager
- 2 Full Time Relief Child Care Worker
- 1 Full Time Case Worker
- 20 % Service Coordinator
- 5 % Assoc. Exec. Dir. For Community Services
- 10 % Secretary
- 4% Accountant
- 1 Part-time Summer Teacher
- 3 Part-time Nurse/ Nurse Practitioner
- 1 Part-time Cook

**Total Funding Requested:** \$ 284,339.12

**Oneida County Dept. Funding Recommendation:** Account #: A6123.495

**Mandated or Non-mandated:** Mandated to provide Non-Secure Detention Services.

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

|               |      |               |
|---------------|------|---------------|
| <b>State</b>  | 49 % | \$ 139,326.17 |
| <b>County</b> | 51 % | \$ 145,012.95 |

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider for this service since 1990 and is satisfied with their service. The average cost per available day is \$ 225.67. The budget for the year July 5, 2011 through July 4, 2012 was for the reservation of 8 beds and was \$ 821,851.

**O.C. Department Staff Comments:** The costs of other non-secure detention facilities that the Department of Social Services utilizes have higher rates than the daily rates of this contract. Example: Children's Home of Jefferson County current daily rate is \$298.50. This Contract is being renewed for only 6 months and will be renewed January 1<sup>st</sup> as the agency is transitioning the program to run following a calendar year.

PURCHASE OF SERVICES AGREEMENT BETWEEN  
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND  
HOUSE OF THE GOOD SHEPHERD

THIS AGREEMENT, made and entered in to, by and between the Oneida County 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 House of The Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH THAT:

WHEREAS, the Oneida County Department of Social Services has responsibility for care and custody of Persons in Need of Supervision and Juvenile Delinquents immediately prior to and during judicial proceedings in relation to such persons; and

WHEREAS, the Department desires to obtain an operational Non-Secure Detention program and related services for such persons; and,

WHEREAS, the Department desires to have the program implemented in their facility at 1606 Sunset Ave, Utica, New York and,

WHEREAS, the Agency desires to conduct this Program on behalf of the County, and the County is willing to retain the Agency to provide such Program; and,

WHEREAS, the New York State Office of Children and Family Services has and will certify said Program; and,

WHEREAS, the Department and the Contractor each desire to enter into an agreement for such Program on the terms and conditions set forth.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Contractor will provide Non-secure Detention Services through a group care approach to the County of Oneida for the period of July 5, 2012 through December 31, 2012.

2. The Contractor's Non-secure Detention program will provide 7  
*House of the Good Shepherd* # 12902  
*Non-Secure Detention* July 5, 2012-December 31, 2012

beds for youth in need of Detention Services from Oneida County. The Contractor will operate a co-ed 8 bed Non-Secure facility from the Sunset Ave., Location.

3. Non-Secure Detention, its operations, rules and regulations, are clearly defined under Executive Law, the Family Court Act, and the New York State Office of Children and Family Services Regulations. All operations under this contract would be established and implemented in accordance with all laws, rules and regulations relating to the operations of Non-secure Detention facilities.

The Contractor represents that it is familiar with and has a copy of all rules and regulations of the New York State Department of Social Services and the New York State Office of Children and Family Services pertaining to Contractor Shelters and Foster Boarding Homes as well as the operation of non-secure Family Foster Care. The Contractor agrees to comply with all such rules and regulations required by the New York State Department of Social Services and the New York State Office of Children and Family Services, including all amendments and additions thereto.

The Contractor agrees to comply and represents that the program complies with all Federal, State and Local laws, rules, regulations and ordinances including but not limited to the Labor Law, Workers Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).

The service will be available to those youth meeting the criteria for detention under Section 739 of the Family Court Act, with regard to alleged Persons in Need of Supervision and alleged Juvenile Delinquents.

4. All youth admitted:

- (1) Must be accompanied by a Family Court Remand; or
- (2) Must be accompanied by a P.I.N.S. Warrant; or
- (3) Must be accompanied by a J.D. warrant; or
- (4) Must be placed by a Peace Officer, who is authorized to take a child who has run away from home, or who, in the reasonable opinion of the officer, appears to have run away from home. The facility receiving a child shall inform a parent or other person responsible for such child's care and the Family Court of its action.
- (5) If a Peace Officer places a child in the Non-Secure Detention Facility at times when the Family Court is in session, a hearing must be held within 72 hours of the time detention commenced, or the next day the Court is in session, whichever is sooner.

5. Each youth in Non-secure Detention shall receive basic care and maintenance. Beyond the basic care and maintenance provided, each youth will receive 24 hour supervision. Each youth will be provided educational services by the Contractor and as agreed by the Department.

6. Each youth will receive recreational/social development services on a regularly scheduled basis from the Contractor's Child Care Workers.

7. For any youth in detention more than 72 hours; the youth will also receive a medical examination (not including psychological nor psychiatric services) and any necessary emergency medical care while in detention. The Department will make payment for all medical expenses through Medicaid if the child is eligible, or the expense will be paid and included in the reimbursements claim to the NYSOCFS.

8. The transportation of youth to and from the Department will be the responsibility of the Contractor. Oneida County Sheriff's Department and the Department have an agreement for transportation to the Detention Facility. In the event that the Sheriffs Department cannot transport to the facility, the Department will contact the Contractor to request their assistance. The Contractor will make every effort to respond to this need as soon as possible. All transportation for medical and other appointments pertaining to the youth's in Non-secure Detention will be assumed by the Contractor's Program Staff.

9. Twenty-four (24) hour intake and on-call duties for the program will be assumed by the Contractor's staff. Crisis intervention, admissions and related duties will be the responsibility of the Contractor staff. In the case of a youth absconding from the non-secure detention program, the following procedures will be followed:

1. A missing persons report will be filed with the local authorities.
2. Parents will be notified immediately.
3. The Placing Contractor will be notified within 24 hours.
4. It is the Department's and/or parent's responsibility to retrieve personal belongings, (i.e., clothing).

10. The Contractor agrees to appropriately train and supervise all Detention Services Staff.

11. The Contractor agrees to keep accurate records for each child placed in detention. All information contained in the Contractor's files shall be held confidential by the Contractor and the county pursuant to the applicable provisions of the Social Service Law

and the Law of the Family Court of the State of New York and the New York State Division of Probation Rules and Regulations.

12. 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 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.

13. 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.

14. 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.

15. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one

million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

16. For the non-secure detention program provided by the Contractor, the County shall pay the Contractor, as billed monthly for 7/8ths of the cost, not to exceed an annual total of \$284,339.12 as per the attached budget. The Department will make payments to the Contractor on a monthly basis upon presentation of a County voucher with such verification of incurred expenses for that month and any other verifications as requested by the Department. This figure includes board bills, initial medical services and program services, including casework, education and recreation. Any expenses incurred due to severe medical problems or the need to provide extensive clothing will be the responsibility of the County and will be included in the claims to NYSOCFS. All beds are reserved by the County. The County may contract with other counties at a per diem rate, per child; Criteria established with N.Y.S Office of Children and Family Services approval for placement under said contracts shall be the same as for placements from the Department. In the absence of a contract, the Department may agree to have another county utilize the facility dependent on the availability of beds at a per diem rate per child, established with N.Y.S. Office of Children and Family Services approval.

17. The Contractor agrees to maintain books, records and

*House of the Good Shepherd*

*Non-Secure Detention*

# 12902

July 5, 2012-December 31, 2012

necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor will use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State Governments.

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

19. The Contractor agrees that the equipment purchased under this Contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the Contract.

20. The Contractor agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Department, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto

Notwithstanding the foregoing, Contractor shall not be responsible under the terms of this Section to the party indemnified hereunder for any claims, costs, expenses, damages and liabilities whatsoever occasioned by the negligent acts or willful misconduct of the State, Department of Social Services or Contracting Party (County).

21. The Contractor may not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the County.

22. This Agreement shall become effective on the fifth day of July 2012 and shall run through December 31, 2012. This Agreement can be renegotiated at any time by thirty days notice in writing by either party to the other. Such notice of renegotiation shall be given either personally or by certified or registered mail, return receipt requested. In this event, all obligations of both parties under this Agreement, with the exceptions of amounts due and owing from the county to the Contractor for services previously rendered, shall be modified at the end of thirty days from the date of notice of such modification, provided both parties agree in writing to any modifications.

23. This Agreement can be terminated with a 30 day written notice by either party.

24. 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.

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

26. 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.

27. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

\*\*\*\*\*

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

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

\*\*\*\*\*

Approved as to Form \_\_\_\_\_  
Oneida County Attorney

\*\*\*\*\*

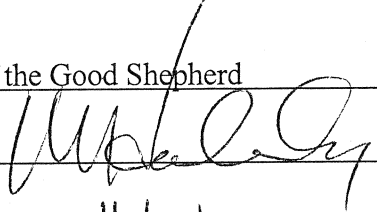
Date: \_\_\_\_\_

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

\*\*\*\*\*

Date: 5/2/12.

Agency: \_\_\_\_\_ House of the Good Shepherd

Authorized Signature: \_\_\_\_\_  


Print Authorized Name: William Holicky

Title: Executive Director

\*\*\*\*\*

House of the Good Shepherd  
 Non-Secure Detention  
 July 5, 2012 – December 31, 2012

**Expenses:**

|                                                      |                      |
|------------------------------------------------------|----------------------|
| Salaries                                             | \$ 189,399           |
| Fringe Benefits                                      | \$ 53,980            |
| Personal Service Contracts                           | <u>\$ 1,196</u>      |
| <b>Total Personal Services</b>                       | <b>\$ 244,575.00</b> |
| Admin & Overhead                                     | \$ 35,105.00         |
| Rent/Lease                                           | \$ 3,176.00          |
| Supplies                                             | \$ 5,688.00          |
| Postage/Shipping                                     | \$ 253.00            |
| Travel/Conference                                    | \$ 662.00            |
| Telephone/Utilities                                  | \$ 5,687.00          |
| Printing                                             | \$ 0.00              |
| Insurance                                            | \$ 4,383.00          |
| Award/Grants                                         | \$ 0.00              |
| Membership Dues                                      | \$ 592.00            |
| Professional Fees                                    | \$ 0.00              |
| Volunteer Stipend                                    | \$ 0.00              |
| Facility Repairs                                     | \$ 2,431.00          |
| Miscellaneous                                        | <u>\$ 20,242.00</u>  |
| <b>Total General Operating</b>                       | <b>\$ 78,219.00</b>  |
| Equipment Purchase/Rental                            | \$ 213.00            |
| Equipment Maintenance                                | <u>\$ 1,952.00</u>   |
| <b>Total Equipment Cost</b>                          | <b>\$ 2,165.00</b>   |
| Capital Projects                                     | <u>\$ 0.00</u>       |
| <b>TOTAL EXPENSES</b>                                | <b>\$ 324,959.00</b> |
| Minus In-Kind 1/8 <sup>th</sup> total cost           | \$ 40,619.88         |
| <b>Oneida County DSS 7/8<sup>th</sup> total cost</b> | <b>\$ 284,339.12</b> |

Miscellaneous Expense Breakdown

July 5, 2012 through December 31, 2012

Miscellaneous Expenses:

|                             |           |
|-----------------------------|-----------|
| Depreciation                | \$ 4,116  |
| Transportation & Wkrs Exp   | \$ 2,608  |
| Allowances – Parent         | \$ 363    |
| Activities – Children       | \$ 630    |
| POS                         | \$ 1,034  |
| Food                        | \$ 9,350  |
| Clothing                    | \$ 275    |
| Interest                    | \$ 216    |
| Administrative Expense      | \$ 459    |
| Books & Subscriptions       | \$ 147    |
| Personnel Adv & Publicity   | \$ 73     |
| Data Processing             | \$ 971    |
| Total Miscellaneous Expense | \$ 20,242 |



**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;

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).

1606 Sunset Ave.  
Utica, NY 13502

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

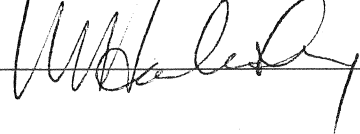
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

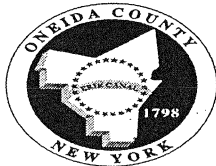
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

The House of the Good Shepherd  
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

William Holicky, Executive Director  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 DATE 5/2/12

**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

May 7, 2012

FN 20 12-232

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**



Dear Mr. Picente:

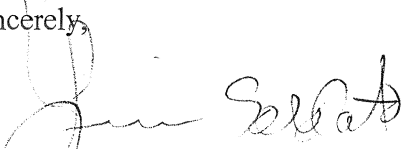
I am submitting a Purchase of Services Agreement for review and approval by the Board of Legislators, per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

This Purchase of Services Agreement with Cornell Cooperative Extension is for Child Care Resource & Referral Services. The program assess a parent's child care needs, provides education on early childhood issues and selecting stable, quality child care for their children.

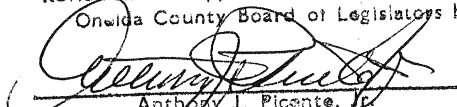
The cost of this Agreement is \$ 26,617.00 from the May 1, 2012 through April 30, 2013. **There is no local cost to support this agreement.**

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

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente,  
County Executive  
Date 5/8/12

4/30/12  
# 11101

Oneida Co. Department Social Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:**

Cornell Cooperative Extension of Oneida  
121 Second Street  
Oriskany, New York 13424

**Title of Activity or Services:** Child Care Resource & Referral Services

**Proposed Dates of Operations:** May 1, 2012 through April 30, 2013

**Client Population/Number to be Served:** Oneida County TANF

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

A trained Child Care Referral Specialist will assess a parent's child care needs, provide education on early childhood issues and selecting stable, quality child care during a consultation process. The Referral Specialist will use a computerized database (through remote modem connection to Cornell Cooperative Extension's office) to search for potential regulated child care providers. The Referral Specialist will call potential providers to inquire about vacancies and fees. Also during the consultation, potential informal caregivers will be discussed in terms of options to meet the family's need. If the consultation process will result in three options for the parent to consider when making child care arrangements. The Referral Specialist will print "provider profiles" for the parent to use in conducting his/her search for care. The Referral Specialist will also conduct follow-up contacts with parents. Additionally, the Referral Specialist will assist parents by checking their paperwork/forms and providing assistance in completing forms as needed.

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

**3). Program Design and Staffing Level -**

1 Child Care Referral Specialist

**Total Funding Requested:** \$ 26,617.00

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

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

|                |         |    |           |
|----------------|---------|----|-----------|
| <b>FEDERAL</b> | 0 % -   | \$ | 0.00      |
| <b>STATE</b>   | 100 % - | \$ | 26,617.00 |
| <b>COUNTY</b>  | 0 % -   | \$ | 0.00      |

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider for this service since 2000. This contract is funded 100% by New York State. The total cost was \$ 26,617.00 for the contract period May 1, 2011 through April 30, 2012.

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

PURCHASE OF SERVICES AGREEMENT BETWEEN  
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND  
Cornell Cooperative Extension Oneida County

THIS AGREEMENT, made and entered in to, by and between the Oneida County 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 Cornell Cooperative Extension Oneida County, 121 Second Street, Oriskany, New York 13424 (hereinafter called Contractor).

WITNESSETH THAT:

WHEREAS, the Department has the need to provide enhanced Child Care referrals to Oneida County Family Assistance Recipients, Childcare Subsidy recipients and Subsidy applicants,

WHEREAS, the Contractor has the expertise and ability to provide enhanced child care referrals,

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

The Contractor agrees to provide a trained Child Care Referral Specialist to assess a parent's child care needs, provide education on early childhood issues and selecting stable, quality child care during a consultation process. The Referral Specialist will use a computerized database (through remote modem connection to Contractor's office) to search for potential regulated child care providers. Referral Specialist will maintain the provider section of the Kindertrack System for Oneida County. The Referral Specialist will call potential providers to inquire about vacancies and rates and hours of operation. Also during the consultation, potential informal care givers will be discussed in terms of options to meet the family's needs. The consultation process will result in at least three options for the parent to consider when making child care arrangements. The Referral Specialist will print "provider profiles" for the parent to use in conducting his/her search for care. The Referral Specialist will assist parents by checking their paperwork/forms and providing assistance in completing forms as needed. The Referral Specialist will work with Child Care Recruiter to increase the number and availability of Child Care Providers. The Referral Specialist will obtain copy of each provider's license annually and update childcare rates as needed.

The Referral Specialist will work closely with other

Contractor staff and the Director to ensure accuracy of provider records and relevant early childhood information, as well as quality and timeliness in consultation and referral services. The Referral Specialist will work in concert with all Oneida County DSS staff to ensure seamless service provision to clientele.

The Contractor agrees to provide monthly reports as required by the Department.

The term of this Agreement is May 1, 2012 through April 30, 2013 at a cost of \$ 26,617.00.

The Child Care Resources & Referral Services Specialist will be co-located at the Department of Social Services to perform said services both in Utica and Rome Offices. The Specialist will be under the Contractor's supervision with oversight by the Department of Social Services Director of Employment.

The Referral Specialist will travel to Rome DSS Offices as needed and participate in outreach to providers, parents and community agencies as needed.

The Referral Specialist shall follow the Oneida County's work hours and the Contractor agrees to provide the Department with a copy of their agencies personnel rules/policies pertaining to the Child Care Resources & Referral Specialist including list of observed days off for holiday, number of days/hours earned for vacation, personal, sick etc...

The Department will be notified immediately of all time off approved by the Contractor prior to such time taken, by the Referral Specialist, or as soon as possible when prior notification is not possible.

Coverage for the Referral Specialist will be provided by the Contractor for all time that the Referral Specialist is out of office, either in person or remotely by fax and phone coverage.

Payment will be made monthly by the Department upon submission by Contractor of a County Voucher, with fiscal explanation attached and other reports as required by the Department. The Contractor will provide fiscal reconciliations upon completion of the month of payment and a final financial reconciliation upon completion of the program. The Contractor's financial records must be complete and available to the Department of Social Services fiscal staff for review and audit upon the Department's request.

**Due to the uncertainty of the Child Care Block Grant in 2012 the Contractor should be aware this contract will be cancelled immediately with written notice if New York State fails to fund**

these Services through the Child Care Block Grant.

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

Options to renew the contract are at the discretion of the Department, which shall consider evaluation of Job Performance, and availability of funding from New York State.

Contractor will consult with Department for Performance Evaluation of services provided under this agreement.

This Agreement can be terminated with a 30 day written notice by either party.

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 represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

All information contained in the Contractor's or its subcontractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 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.

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.

The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said

insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

It is expressly agreed between the parties that the Contractor is an independent Contractor and not in any way deemed to be an employee of the Department of Oneida County.

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 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.

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

These services provided by this contract must not otherwise be available from the Contractor at no cost.

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

*Greg J. Amen*

\*\*\*\*\*

Date: 4/30/12

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

*Lucille A. Soldato*

\*\*\*\*\*

Date: \_\_\_\_\_  
Agency: \_\_\_\_\_ Cornell Cooperative Extension of Oneida County

Authorized Signature: \_\_\_\_\_

*[Signature]*

Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

**Cornell Cooperative Extension of Oneida  
BUDGET  
May 1, 2012 – April 30, 2013**

|                              | <b>Oneida County<br/><u>Funding</u></b> |
|------------------------------|-----------------------------------------|
| <b>Personnel Costs:</b>      |                                         |
| Enhanced Referral Specialist | \$ 23,154.00                            |
| Executive Director           | 2,124.00                                |
| Financial Supervisor         | <u>1,014.00</u>                         |
|                              | <b>\$ 26,292.00</b>                     |
| <br>                         |                                         |
| <b>Total Personnel Costs</b> | <b>\$ 26,292.00</b>                     |
| <br>                         |                                         |
| <b>Operating Costs:</b>      |                                         |
| Supplies                     | \$ 0.00                                 |
| Travel                       | \$ 200.00                               |
| Telecommunication (data fee) | \$ 125.00                               |
| Benefit Management Fee       | 0.00                                    |
| Audit Fee                    | 0.00                                    |
| Staff Development            | 0.00                                    |
| Postage                      | 0.00                                    |
| Insurance                    | 0.00                                    |
| Printing Costs               | 0.00                                    |
| Rent – Office                | 0.00                                    |
| Rent – Equipment             | <u>0.00</u>                             |
|                              |                                         |
| <b>Total Operating Costs</b> | <b>\$ 325.00</b>                        |
| <br>                         |                                         |
| <b>Total Budget Costs</b>    | <b>\$26,617.00</b>                      |

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)

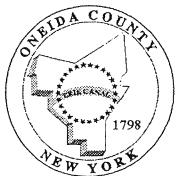
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

4/26/12

DATE



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

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

FN 20 12 - 233



May 7, 2012

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

**PUBLIC WORKS**

Honorable Members:

**WAYS & MEANS**

As per the attached email from the Commissioner of Oneida County Department of Water Quality & Pollution Control, the Department is having significant difficulties at the Water Pollution Control Plant. . The Heat Exchanger in Incinerator #3 has failed and is being sent out for immediate repairs. Unfortunately, the repairs will take approximately four months to complete. As a result, Incinerator #3 is inoperable and the Commissioner has to find alternate solutions for disposing of a portion of the sludge which is produced every day.

To dispose of the sludge properly in the land fill according to NYSDEC regulations, it will be necessary to press and stabilize the sludge. Until the pressing operation started, liquid sludge was hauled to other treatment plants for processing. As a result, additional cost will be incurred that were not in the original budget. Fortunately, the Water Pollution and Control Fund balance is approximately \$3,690,000 on December 31, 2011.

I therefore request your Board's approval for the following 2012 transfer of funds:

TO:

|               |                                                      |             |
|---------------|------------------------------------------------------|-------------|
| AA# G8130.491 | WP Control - Sewage Treatment – Other Materials..... | \$40,000.   |
| AA# G8130.495 | WP Control - Sewage Treatment – Other Expenses.....  | \$ 760,000. |
|               | TOTAL.....                                           | \$800,000.  |

FROM:

|          |                                |            |
|----------|--------------------------------|------------|
| AA# A599 | WP Control – Fund Balance..... | \$800,000. |
|----------|--------------------------------|------------|

Respectfully submitted,

Anthony J. Picente, Jr.  
 County Executive

Attach.

- CC: County Attorney
- Comptroller
- Budget
- WP Control



**Keeler, Tom**

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**From:** Devan, Steve  
**Sent:** Monday, May 07, 2012 11:42 AM  
**To:** Keeler, Tom  
**Cc:** Candido, Alfred  
**Subject:** Budget Transfer

Tom,

Incinerator #3 went down on 4/9/12 with a bad heat exchanger. The heat exchanger needs to be sent out for repair. That will take about 4 months. In the meantime, I have had and will have had to use alternate methods of sludge processing and disposal until I can get incinerator #3 back up and running. These methods of disposal include hauling of liquid sludge to other sewage treatment plants and pressing sludge using a contractor and sending it to the Oneida Herkimer Solid Waste Authority landfill in Ava. As you might expect, this is going to be a costly process. I have money in a capital project to fix the heat exchanger. However, the alternate sludge disposal costs will have to come out of my operating budget. To fund this operation, I will have transfer money from my fund balance to my operating budget. Below is a table of anticipated costs and the account the money has to go into. Hopefully, we can get this to the Board of Legislators in this cycle or I will probably run out of money in G8160.495 if it has to go until July's meeting.

|                                            |           |           |
|--------------------------------------------|-----------|-----------|
| Haul and Dispose of Liquid Sludge          | \$160,000 | G8130.495 |
| Contractor Pressing of Sludge for 4 months | \$200,000 | G8130.495 |
| Sludge Hauling and Disposal Fees           | \$400,000 | G8130.495 |
| Lime to stabilize sludge                   | \$ 40,000 | G8130.491 |

In summary, I need \$760,000 transferred to G8130.495 from fund balance and \$40,000 transferred to G8130.491 from fund balance.

Please let me know if you need anything else from me to get this rolling. So much for being the luckiest man. Thanks.

Steven P. Devan, P.E. – Commissioner  
 Oneida County Department of  
 Water Quality & Water Pollution Control  
 P.O. Box 442 51 Leland Ave.  
 Utica, NY 13503-0442  
 Phone: 315-798-5656  
 Fax: 315-724-9812  
 E-Mail: [sdevan@ocgov.net](mailto:sdevan@ocgov.net)

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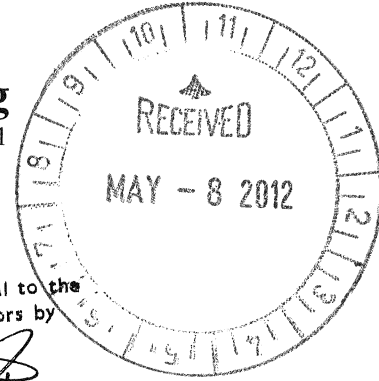
5/7/2012



**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

FN 20 12-234  
FN 20

May 7, 2012



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
**ECONOMIC DEVELOPMENT  
& TOURISM**

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

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

Date 5/8/12  
**WAYS & MEANS**

Re: NYS Office of Community Renewal – 2012 Small Business Assistance  
Application – Hermosa Corporation Project

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we are proposing to apply for Community Development Block Grant (CDBG) funding made available by the New York State Office of Community Renewal (OCR) through the 2012 New York State Consolidated Funding Application.

Based on the requirements from the OCR, Oneida County will apply for an amount not to exceed \$100,000 for Hermosa Corporation in the Village of New York Mills. This funding will assist the company with machinery/equipment improvements as the company expands its production to include corrugated materials for highways currently only available outside of New York State. This project will create 4 new jobs at the New York Mills facility.

Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG grant, Mohawk Valley EDGE will administer the program on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for a Small Business Assistance grant totaling \$100,000. Included in this resolution is the authorization to conduct the mandated public hearings on the Community Development Block Grant application, as required by the statutory requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with the Mohawk Valley EDGE to administer the program.

Should you have any questions regarding this matter please contact me.

Sincerely,

*John R. Kent, Jr.*

John R. Kent, Jr.  
Commissioner of Planning

Cc: Edward Welsh  
Emil Paparella  
Rose Ann Convertino

RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR GRANTS TOTALING \$100,000 TO SUPPORT ECONOMIC DEVELOPMENT EFFORTS IN ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting submittal of an application by Oneida County to the State of New York Office of Community Renewal (OCR) for Community Development Block Grant (CDBG) direct grants totaling \$100,000, and

WHEREAS, The Community Development Block Grant funds will provide funding assistance to Hermosa Corporation, in the Village of New York Mills that will result in the creation of four (4) new jobs, and

WHEREAS, The CDBG program requires the holding of two public hearings by the County, a minimum of one prior to the submission of said application to obtain the views of citizens regarding the proposed application, and one following the award to report on project accomplishments, and

WHEREAS, The CDBG program requires that the Community Development Block Grant application must comply with the program requirements set forth in 24 CFR Part 570, as amended, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is authorized to submit the application and amendments thereto and all understandings and assurances contained therein, and is further authorized to act in connection with the application to provide such additional information as may be required to request and implement said funds, and it is further

RESOLVED, That the Oneida County Executive is authorized and directed to hold any required public hearings and execute all documents and certifications required as part of the submission of the application, and it is further

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the program and hold the required public hearing if the application is approved and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:  
AYES \_\_\_ NAYS \_\_\_