

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

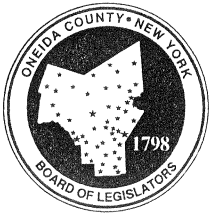
COMMUNICATIONS FOR DISTRIBUTION MARCH 13, 2013

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

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Majority Leader

Frank D. Tallarino
Minority Leader

March 7, 2013

FN 20 12 - 082

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

WAYS & MEANS

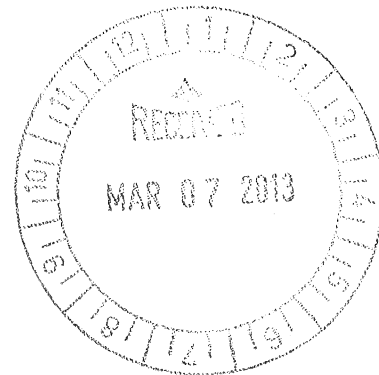
Dear Chairman Fiorini,

In accordance with Section 201 of the Oneida County Charter and Administrative Code, I hereby forward to you the recommendations of the Reapportionment Committee in the form of a Local Law. The work of the Reapportionment is completed and said Local Law should now be submitted to the Ways and Means Committee and the full Board for consideration.

Very truly yours,

George Joseph, Chair
Reapportionment Committee

attachment



ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Messrs. Joseph, Porter
2ND BY:

LOCAL LAW INTRODUCTORY "D" OF 2013 LOCAL LAW NO. __ OF 2013

A LOCAL LAW AMENDING THE ONEIDA COUNTY CHARTER, ARTICLE II, SECTION TWO HUNDRED ONE AND THE ONEIDA COUNTY ADMINISTRATIVE CODE, ARTICLE II, SECTION TWO HUNDRED ONE SETTING FORTH A PLAN OF REAPPORTIONMENT

LEGISLATIVE INTENT: The Board of County Legislators wishes to amend the Oneida County Charter, Article II, Section two hundred one and the Oneida County Administrative Code, Article II, Section two hundred one in order to comply with the requirement established by the Supreme Court of the United States that members of legislative bodies must represent substantially equal population and to comply with the requirements for reapportionment set forth in the Oneida County Charter and Code.

BE IT ENACTED by the Board of County Legislators, County of Oneida, State of New York, as follows:

1. That Article II, Section Two Hundred One of the Oneida County Charter and Article II, Section Two Hundred and One of the Oneida County Administrative Code are hereby amended and corrected by the deletion of the whole thereof and the insertion of the following language in its stead:

Section 201 (a) The Board of County Legislators. Commencing on January 1, 2014, the Oneida County Board of Legislators shall be composed of twenty-three legislative districts the form of which shall be timely determined prior thereto and in accordance with any applicable state, general, special or local laws relating to the apportionment of legislative districts.

Section 201. (b) There shall be a Board of County Legislators to be elected one from each of the following legislative districts and sitting together they shall constitute the Oneida County Board Legislators:

LEGISLATIVE DISTRICT	TOWNS/CITY	ELECTION DISTRICT
1	VERNON	1
		2
		3
		4
		5
	VERONA	5

2	AUGUSTA	1 2	
	KIRKLAND	3 8	
	MARSHALL	1 2	
	SANGERFIELD	1 2	
3	ROME	3-3	
	VERONA	3 4 6	
	VIENNA	1 2 3 4	
4	ROME	1-1 1-2 2-2 2-3 3-1 3-4 3-5 4-5 7-2	
	VERONA	1 2	
	5	ANNSVILLE	1 2 3
		CAMDEN	1 2 3

	FLORENCE	1
	LEE	3
6	AVA	1
	BOONVILLE	1
		2
		3
		4
	FORESTPORT	1
		2
	REMSEN	1
	STEUBEN	1
7	LEE	5
	ROME	6-1
		6-2
		6-3
		6-4
		7-1
		7-3
		7-4
		7-5
8	FLOYD	2
		3
	MARCY	1
		2
		3
		4
	WHITESTOWN	5
9	DEERFIELD	1
		2
		3
	FLOYD	1
	TRENTON	1
		2
		3
		4

10	KIRKLAND	1 10
	ROME	2-1
	WESTMORELAND	1 2 3 4
11	WHITESTOWN	1 2 4 6 7 8 9 13 15
12	ROME	3-2 4-1 4-2 4-3 4-4 5-1 5-2 5-3 5-4
13	NEW HARTFORD	2-1 2-2
	WHITESTOWN	3 10 11 12 14 16
14	KIRKLAND	2 4 5 6 7 9

	NEW HARTFORD	4-1 4-2 4-3 4-4
15	NEW HARTFORD	1-3 1-5 2-3 2-4 3-1 3-2 3-3 3-4
16	BRIDGEWATER	1
	NEW HARTFORD	1-1 1-2 1-4
	PARIS	1 2 3
17	LEE	1 2 4
	ROME	1-3 1-4 6-5
	WESTERN	1 2 3
18	UTICA	4-1 4-2 4-3 4-4 4-5 4-6 4-7 4-8 4-9
19	UTICA	3-1 3-2 3-3 3-4

			3-5
			3-6
			3-7
			3-8
			3-9
			5-2
20	UTICA		1-8
			5-1
			5-3
			5-4
			5-5
			5-6
21	UTICA		2-1
			2-3
			2-4
			2-5
			2-6
			2-7
			3-10
			5-7
22	UTICA		1-1
			1-2
			1-3
			1-4
			1-5
			1-6
			1-7
			2-2
			2-8
23	UTICA		6-1
			6-2
			6-3
			6-4
			6-5
			6-6
			6-7
			6-8
			6-9

That all references to towns apply to that territory wholly contained in each of the towns of Oneida County as of January 1, 2010. All references to election districts apply to that territory wholly contained in each of the election districts enumerated on the official maps kept by the Oneida County Board of Elections as of April 1, 2012.

That the above described districts are enumerated and set forth on maps filed with the Clerk of the Board of County Legislators of Oneida County, which maps shall remain on file and shall be considered and hereby are made a part of the Oneida County Charter and the Oneida County Administrative Code.

The Chairman of the Board of County Legislators of Oneida County shall have the power to appoint after consultation with the Legislative body either (1) a bi-partisan committee of six Board members or (2) a five member non-partisan commission comprised of qualified individuals, that are not elected to the Board of Legislators or otherwise prescribed by State Law, for the purpose of reapportioning legislative districts as set forth under this provision. The Majority and Minority Leaders shall recommend two members each for appointment, and the Chairman of the Board of County Legislators shall appoint one member who will serve as chairman of the commission.

The appointed committee or commission shall evaluate the existing county legislative districts for equity and representation in relation to population within a reasonable time period after the publication of the results of the regular federal census taken in Oneida County in the year Two Thousand and Twenty, or within a reasonable period of time after the publication of the results of any federal population census taken in Oneida County or within a reasonable period of time after the publication of the results of any federal or special population census taken pursuant to Section Twenty of the General Municipal Law and held not more than once every five years; or, after any annexation which has the effect of increasing or decreasing the population of any county legislative district by more than ten percent.

The committee shall study the population data and, within six months after its appointment, make recommendations, if necessary, in the form of a proposed local law as to changes in the boundaries of the county legislative districts. In their deliberations to redesign the legislative districts, the committee shall consider the application of the "one person, one vote" concept of previous federal court decisions and compliance with the Equal Protection Clause of the 14th amendment of the United States Constitution and Article I, Sections 1 and 11 of the New York State Constitution and shall apply same irregardless of municipal boundaries.

Within seven months after the submission of the report of the committee, which shall be submitted to the County Board of Legislators in the form of a local law, the Board of County Legislators shall conduct a public hearing on the proposed changes, if any, and shall then enact a local law setting forth revised district boundaries subject to a referendum on petition pursuant to Section 24 of the Municipal Home Rule Law.

If at any time a local law setting forth revised district boundaries is defeated in a referendum, within ninety days of such defeat of referendum, the legislative district revision committee shall be reactivated to study and prepare a new proposed local law for submission to the Board of County Legislators, subject to the same procedures and requirements as provided for above.

2. That this local law shall take effect upon the 46th day after the final enactment of this local law pursuant to the terms and conditions set forth in Section 24 of the Municipal Home Rule Law of New York State.

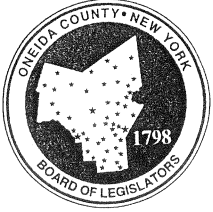
APPROVED: Reapportionment Committee (March 5, 2013)
Ways & Means Committee ()

DATED: March 25, 2013

Adopted by the following vote:

AYES _____ NAYS _____ ABSENT _____

NOTICE IS HEREBY GIVEN THAT LOCAL LAW INTRODUCTORY "D" WILL BE PLACED ON THE LEGISLATIVE DESKS ON MARCH 13, 2013 FOR FULL CONSIDERATION ON MARCH 25, 2013



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
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(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

FN 20 13-088

WAYS & MEANS

March 12, 2013

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

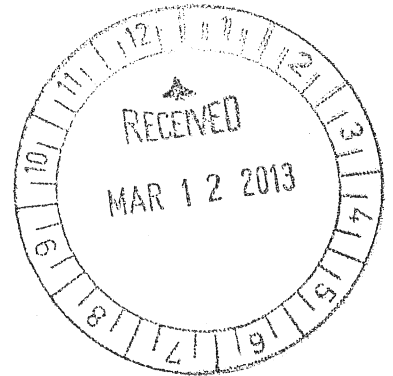
Honorable Members:

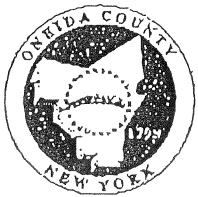
I am in receipt of the attached request from Election Commissioners Grimaldi and Stewart . Due to the upcoming village elections set for next week, it has come to my attention that we must reconfirm the rates for inspectors that were put in place in 2012.

I've spoken with Government Operations Chair, Mike Waterman who has agreed that since there is no increase to their rates of pay, and it is simply reconfirming the present rate schedule, I hereby am sending this request, FN 2013-088, directly to Ways & Means and the full Board for consideration on March 13th.

Respectfully submitted,


GERALD J. FIORINI
CHAIRMAN OF THE BOARD





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

RUSSELL STEWART
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

March 11, 2013

FN 20 13 - 088

Chairman Gerald J. Fiorini

WAYS & MEANS

Oneida County Board of Legislators

800 Park Avenue -- 10th Floor

Utica, New York 13501

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

Anthony J. Picente, Jr.
County Executive

Date 3-12-13

Dear Chairman Fiorini:

It has come to our attention that a Resolution must be passed by the Board fixing the rates for compensation for Poll Site Coordinators, Inspectors and Circuit Riders as follows for the upcoming Primary and General Elections:

Poll Site Coordinator – Primary	\$130
Inspector	\$100
Circuit Rider	\$ 90 plus mileage at the county-established rate
And	
Poll Site Coordinator – General	\$180
Inspector	\$150
Circuit Rider	\$145 plus mileage at the county-established rate.

We are requesting that the Resolution be passed fixing the rates as specified above until further notice from the Commissioners of the Board of Elections.

Thank you for your cooperation.

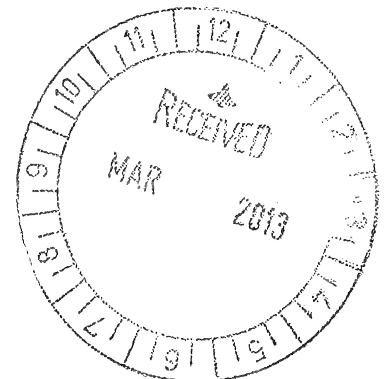
Sincerely,

Russell Stewart

Rose Marie Grimaldi

Democratic Commissioner

Republican Commissioner



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

for

F.N. 20 13 - 090

MEMORIALIZING PETITION READ & FILED

F.N. 2013-090

SPONSORS: Messrs: Les Porter, (R-6), Chad Davis, (D-18th), and Daniel J. Trevisani, (D-19)

A MEMORIALIZING PETITION SUPPORTING RAIL PRESERVATION FROM UTICA TO LAKE PLACID

WHEREAS, the Oneida County Board of Legislators deems rail service as a critical component to the preservation and rehabilitation of all surviving rail infrastructure from Utica to Lake Placid in the Adirondacks; and the Board recognizes that this asset is listed as a national historic treasure on the National Register of Historic Places; and

WHEREAS, the Adirondack Park consists of over six million acres which is located in the northeastern corner of New York State. The Adirondack Park is the largest park in the 48 contiguous states and Yellowstone, Yosemite, Grand Canyon and Glacier National Park would all fit into it with room to spare; and

WHEREAS, this past summer Governor Cuomo took a trip to the Adirondacks to promote tourism in the Adirondack Park and find new ways to attract tourists from around the world to visit one of America's most scenic and beautiful natural habitats; and

WHEREAS, said rail infrastructure has purposely been retained by the NYSDOT as an economic development asset, with the eventual restoration specifically targeted to allow the movement of people and materials to new markets by means other than truck; and

WHEREAS, existing rail will become an increasingly important shipping alternative for small to medium sized Utica and Adirondack businesses as the price of gasoline and diesel fuel increases, while also supporting tourism train services like those being proposed by the already successful Adirondack Scenic Railroad Preservation Society between Utica and Lake Placid, that will provide a unique eco-tourism experience; and

WHEREAS, the Adirondack Scenic Railroad Preservation Society is proud of its accomplishments but not content to maintain the status quo. The restored tracks will bring people not just to Lake Placid but to Utica and communities all along the corridor. It will carry elderly, young and physically challenged travelers into the heart of the most pristine areas of the Adirondack Park. Fisherman, kayakers, canoeists and hikers will be able to experience the thrill of exploring places that are practically inaccessible to the public today; and

WHEREAS, historic attractions and train excursions are among the fastest growing segments of the travel industry. We should be planning to capitalize on the opportunity to showcase our region to tourists who have a variety of interests, and the rehabilitation of the Utica-Lake Placid line holds the potential for additional future passenger and tourism services while also accommodating freight shipments from Utica throughout the Adirondacks; and

WHEREAS, the recently announced plans to re-activate the Utica to Lake Placid line have faced some resistance from a few small opposition groups; however, the City of Utica Common Council has deemed rail service to be a critical component of its Master Plan to increase the development in and around historic Union Station and Baggs Square area, so, the recently expressed assertions by certain vocal opponents raise immediate concerns about the State's commitment to implementing these Regional Economic and Pro-Growth Strategies; and

WHEREAS, a remarkable coalition of interests has committed itself to the future of this railway, including the Adirondack Railway Preservation Society, Next Stop Tupper Lake, the Adirondack North Country Association, the North Country Chamber of Commerce, ARISE, the Saranac Lake Chamber of Commerce, the Tupper Lake Chamber of Commerce, the Mohawk Valley Chamber of Commerce and dozens of others, launching the "On Track to Saranac" project as the next phase of progress; and

NOW THEREFORE BE IT HEREBY RESOLVED, that along with the Adirondack North Country Association, the North Country Chamber of Commerce, and the Utica Common Council, the Oneida County Board of Legislators hereby fully supports the preservation and rehabilitation of all the Utica to Lake Placid surviving rail infrastructure in through the Adirondacks that will facilitate the creation of badly needed employment in this highly distressed area of New York, tap the use of rail as a green form of transportation for freight, restore historic infrastructure to promote tourism and further bolster the sustainability of our communities; and

BE IT FURTHER RESOLVED, that the Clerk of the Board shall transmit copies of this memorializing petition to New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Senator David Valesky, New York State Assembly Representative, William McGee and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

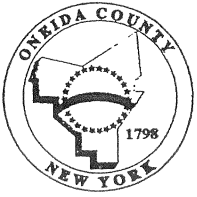
LEGISLATORS OPPOSING PETITION

Frank Tuller 1975
W. H. O-14

Frank Tuller
W. H. O-14

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: February 13, 2013



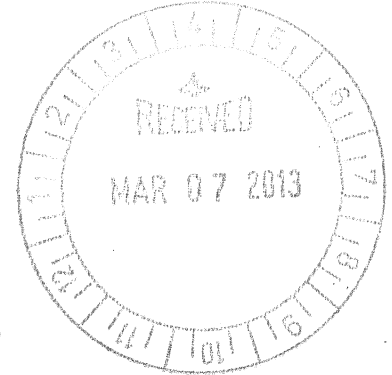
COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

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March 6, 2013

EX 20 13-091



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

**ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS**

Honorable Members:

The F.X. Matt Brewing Company recently completed a major project at their facility, installing an anaerobic digestive system to their process.

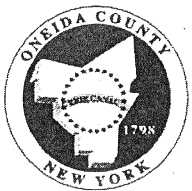
This system treats their waste water and converts it into gas creating a power source that will cover up to 40% of the brewery's electrical needs. Upon construction and installation of the digester system the brewery acquired several properties that required demolition, creating green space that will be used for community events at the site which graces the Boilermaker finish line.

F.X. Matt Brewery has invested \$4.5 million in this project with grant assistance from NYSERDA and National Grid. The county will benefit additionally from this project as it reuses wastewater and treats that which goes back into our system for a more environmentally improved process. Not only is this a clean energy project it also provides a significant neighborhood improvement.

To help defray demolition costs and recognition for the benefit of our sewer system I propose \$50,000. from our Economic development fund to Mohawk Valley EDGE to be granted to F.X. Matt for their investment and improvement in our community.

Sincerely,

Anthony J. Picente, Jr.
Oneida County Executive



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

FN 20 13-092
GOVERNMENT OPERATIONS

WAYS & MEANS

February 22, 2013

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

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

Anthony J. Picente, Jr.
County Executive

Date 2/27/13

Dear Mr. Picente:

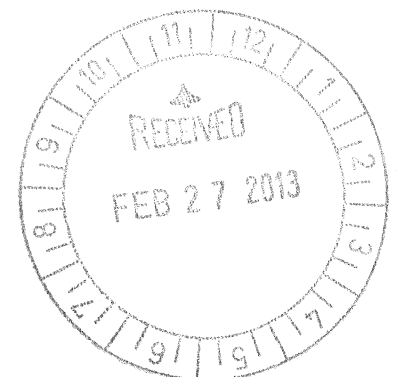
Oneida County is currently in the third year of a three (3) year contract for Claims Administration with Gustave W. Boucher d/b/a LG Boucher. Mr. Boucher handles all aspects of claims administration and adjustment services for the County. The contract includes a panel of defense counsel, who represent the County in proceedings related to said claims. The contract is due to expire December 31, 2013.

Mr. Boucher and the panel attorneys have performed their services in an exemplary matter during the term of the existing contract. He has proposed a new three (3) year contract, with no increase in fees or in other financial terms.

I have prepared a contract for the new three (3) year term, which will run from January 1, 2014 through December 31, 2016. If this meets with your approval, I ask that you please forward it to the Board of Legislators for approval.

Very truly yours,

Gregory J. Amoroso, Esq.
Oneida County Attorney



Oneida Co. Department: County Attorney

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Gustave W. Boucher d/b/a LG Boucher

Title of Activity or Service: Services Agreement

Proposed Dates of Operation: 1/1/14-12/31/16

Client Population/Number to be Served: County of Oneida in defense of Claims against the County

Summary Statements

1) **Narrative Description of Proposed Services:** To defend claims against the County

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

3) **Program Design and Staffing:**

Total Funding Requested: \$168,000.00 **Account #:** A1930.1951

Oneida County Dept. Funding Recommendation: \$168,000.00

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

Cost Per Client Served: ---

Past Performance Data: ---

O.C. Department Staff Comments:

CLAIMS ADMINISTRATION AGREEMENT

This Agreement made the 6 day of February, 2013, by and between **COUNTY OF ONEIDA**, a New York municipal corporation with offices at the County Office Building, 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County") and **GUSTAVE W. BOUCHER d/b/a L.G. Boucher**, P.O. Box 570, Galway, New York, 12074 (hereinafter referred to as the "Contractor")

WITNESSETH

WHEREAS, the County desires to arrange for risk and insurance administration services in accordance terms set forth below, and

WHEREAS, the Contractor possesses the requisite skill, experience, licenses and certifications to provide such services as are set forth in said terms

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of three (3) years beginning on January 1, 2014 and ending on December 31, 2016.
2. The County shall pay to the Contractor the following sums for each contract year: sum of Fifty Six Thousand Dollars (\$56, 000.) for the services provided by the Contractor under the terms of this Agreement. Contractor shall be paid in equal monthly installments totaling Four Thousand Six Hundred Sixty Six and 66/100 Dollars (\$4,666.66) upon presentation to the Oneida County Comptroller of properly completed vouchers.
3. The Contractor shall provide the following claims administration and adjustment services to the County:
 - a. Investigate all tort claims made against the County;
 - b. Provide periodic written reviews and reports on all claims to the County or any required or designated agencies of the County;
 - c. Provide any administrative and clerical work in connection with managing and tracking the claims;
 - d. Vigorously pursue any subrogation and loss recoveries;
 - e. Establish and maintain individual files for each claim, which files shall be the sole and exclusive property of the County'
 - f. Make recommendations regarding payment/adjustment of claims or settlement of claims, losses and other loss adjustment expenses related to claims;

- g. retain and store, at the County's request, any closed claims files for a period of one (1) year, after which such files shall be transferred to the custody of the designated record keeper for the County.
4. The Contractor shall make recommendations and retain defense counsel to represent the County in any proceedings related to such claims. The Contractor shall retain counsel chosen from the County's panel of lawyers/firms, which panel of lawyers is attached hereto as Attachment "B".
5. The Contractor shall monitor and document the status of all County tort claims so as to be able to provide the County with a current status report upon request.
6. The Contractor shall provide detailed and cumulative claims analysis reports to the County in the form and frequency set forth in the scope of work set forth in the Proposal submitted to the County, which scope of work is attached herewith and made a part hereof this Agreement as Attachment "A".
7. This Agreement may be terminated upon sixty (60) days written notice of termination by either party. At such time as either party may elect to terminate the Agreement, all files, documents, reports and other papers related to the tort claims handled by the Contractor under the terms of this Agreement shall be returned to the County along with a final report from the Contractor as to the then current status of each file. At such time as either party may elect to terminate this Agreement, the payments to the Contractor shall be pro-rated as of and to the date of termination.
8. Each party agrees to defend, indemnify and hold harmless the other against any claims, demands, proceedings, actions, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement.
9. Contractor agrees to meet with the County on reasonable notice and at reasonable times and locations to permit the County to inspect or audit any and all files controlled or supervised by the Contractor under this Agreement.
10. The Contractor may verbally represent to prospective clients that the County is its customer and may list the County as its customer on customer lists provided to prospective clients. Except as provided herein, the Contractor shall not display the County's name

in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the Contractor.


11. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.
12. This Agreement, comprised of the above written terms, shall constitute the entire understanding between the County and the Contractor. This Agreement may only be modified by a writing signed by the parties.
13. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF the County and the Contractor have signed this Agreement on the day and year first above written.

County of Oneida County

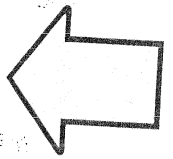
Contractor

By: _____
Anthony J. Picente
Oneida County Executive

By:  _____
Gustave W. Boucher
d/b/a L.G. Boucher

Approved as to Form only

County Attorney's Office



ATTACHMENT "A"

General Services:

- a. Investigate all tort claims made against the County of Oneida, including, but not limited to, its departments, agencies, elected and appointed officials and employees;
- b. Provide periodic written reviews and reports on all claims against the County to the County Attorney or any required designated agency or contract attorney of the County;
- c. Provide any necessary administrative and clerical work in connection with the management and tracking of claims;
- d. Vigorously pursue any subrogation and loss recoveries;
- e. Establish and maintain individual files for each claim, which files shall be the sole and exclusive property of the County;
- f. Make recommendations regarding payment/adjustment of claims or settlement of claims, losses and other loss adjustment expenses related to such claims;
- g. Retain and store, at the request of the County, any closed claims files for a period of one (1) year, after which such files shall be transferred to the custody of the designated record keeper for the County;
- h. Provide Errors and Omissions Professional Liability Insurance with the County of Oneida named as an additional insured;
- i. Provide all necessary field investigation and appraisals related to claims;
- j. Provide all necessary licenses and certifications accrediting the Contractor for the work required under the terms of the Claims Administration Agreement.
- k. Maintain a data base of information related to Oneida County claims which may be readily accessed for information and a status report as needed by the County Attorney and contract attorneys handling specific claims.

- l. Make recommendations and retain defense counsel to represent the County in any proceedings related to the subject claims; such counsel shall be chosen and retained pursuant to the panel of lawyers/firms set forth in Attachment "B"
- m. Provide detailed and cumulative analysis reports to the County in electronic format as requested, or minimally, on a semiannual basis. Provide item and summary reports from Consultant's Standard Report Guide, as may be selected by the County, which indicate cumulative claims and loss and expense payment.

ATTACHMENT "B"

Petrone & Petrone, P.C.
1624 Genesee Street
Utica, New York 13502

Bartle J. Gorman, Esq.
Gorman, Waskiewicz, Gorman & Schmitt
1508 Genesee Street
Utica, New York 13502

David A. Bagley, Esq.
Kernan Professional Group
1310 Utica Street
P.O. Box 750
Oriskany, NY 13424

David R. Diodati, Esq.
23 Genesee Street
New Hartford, NY 13413

David H. Walsh, Esq.
Barth Sullivan Behr
23 Oxford Road
New Hartford, NY 13413

Kenneth L. Bobrow, Esq.
Felt Evans, LLP
4-6 North Park Row
Clinton, NY 13323

James S. Rizzo, Esq.
Saunders Kahler, LLP
185 Genesee Street, Suite 1400
Utica, New York 13501

The County shall pay defense counsel at the rate of one hundred dollars (\$100.00) an hour for legal work performed defending the County.

The Contractor shall ensure that all defense counsel has proper professional liability insurance, and provide the County with proof of such insurance.

ADDENDUM

THIS ADDENDUM, entered into on this 6 day of February 2013, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

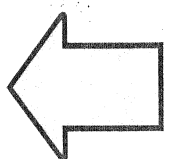
By: _____

Oneida County Executive

Contractor

By:  _____

Name:



Approved as to Form only

Oneida County Attorney

Griffiss International Airport



592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

F. RICHARD GIFFORD, II
Commissioner of Aviation

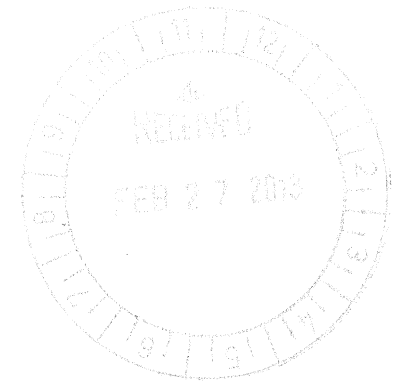
FN 20 13-093

AIRPORT

January 10, 2013

WAYS & MEANS

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



Re: Supplemental Design Agreement with CHA

Dear County Executive Picente,

The Department of Aviation is submitting for approval a Consultant Agreement with Clough Harbor and Associates, for additional design service. CHA will prepare plans and specifications in accordance with FAA requirements, including FAA Advisory Circular AC 150/5300-13, Airport Design.

YM Engineering performed an independent fee estimate (IFE) as required by the FAA. The IFE results determined Clough Harbor and Associates fee as reasonable. This proposal was accepted at the January 10, 2013 Acquisition and Contract Meeting. The Oneida County Board of Legislators has designated CHA Companies as an approved Airport Consultant (F.N. 2009-415, Res. No. 348).

Please consider acceptance of this supplemental agreement from Clough Harbor for \$105,018.81. They will provide the necessary drawings and specifications associated with the Phase 1 Taxiway Design. This is subject to the FAA providing a grant offer for the project through the FAA Airport Improvement Program which will provide 95% Federal funding (\$99,767.87). The State funding match will be at least 2.5% (\$2,625.47). The local county share would be a 2.5 % (\$2625.47). Funding is provided through Capital Account H-339. Upon acceptance, please forward to the Oneida County Board of Legislators for their consideration and approval. Charge Capital Account H-339. Thank you.

Sincerely,

Handwritten signature of Chad Lawrence in cursive.

Chad Lawrence
Deputy Commissioner

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

Handwritten signature of Anthony J. Picente, Jr. in cursive, written over a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 2/25/13

Oneida County Department: Aviation

Competing Proposal x
Only Respondent
Sole Source RFP

Oneida County - Contract Summary

Name of Proposing Organization: CHA Companies

Title of Activity or Service:

Professional Design services for
additional design work for Phase 1
Taxiway

Client Population/No. to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services:

CHA Companies will provide professional Design Services

2) Program/Service Objectives and Outcomes:

CHA Companies will provide additional design services for Phase 1 Taxiway Design

3) Program Design and Staffing Level: N/A

Total Funding Requested: \$105,018.81

**Oneida County Department Funding
Recommendation:**

Account # H-339

Proposed Funding Source:	Federal	\$99,767.87	State	\$2,625.47	County	\$2,625.47
		_____		_____		_____

Cost Per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

**CHA
SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is made this **11th** day of **February, 2013** by and between CHA Consulting Inc. (hereinafter "CHA") and **Oneida County Department of Aviation** (hereinafter "Client").

WHEREAS, CHA and Client entered into that certain Agreement for Professional Services made on the 23rd day of February, 2010 for the **Rehabilitation of Taxiways – Design** (the "Agreement"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, CHA and Client now desire to supplement and amend the Agreement, consistent with the correspondence attached hereto as Exhibit D, as hereinafter set forth;

NOW, THEREFORE, Client and CHA, for the consideration hereinafter set forth, hereby agree to amend and supplement the Agreement as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached and incorporated by reference.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto or complete upon request from the Client.

3. Compensation

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date or receipt of funds from the FAA. Funding will be provided via amendments to the initial design grant, the phase 2 design/CI grant or future entitlement no later than 2014.

4. Correspondence

Exhibit D lists the record of authorizing correspondence relating to this Amendment.

5. Insurance

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate). Oneida County, the Oneida County Dept. of Aviation, the New York State Department of Transportation, and the Federal Aviation Administration shall be named as additional insureds on CHA's CGL policy.

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

6. Except as specifically amended herein, all of the terms, covenants and conditions in the Agreement shall remain unchanged and in full force and effect. All capitalized terms in this Supplemental Agreement shall have the same meanings as ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement as of the date set forth above.

CHA

ONEIDA COUNTY DEPARTMENT OF AVIATION

By: 

By: _____

Name: Gregory T. Topping, P.E.

Name: _____

Title: Vice-President Aviation Design

Title: _____

Date: February 11, 2013

Date: _____

Rev.
02/12

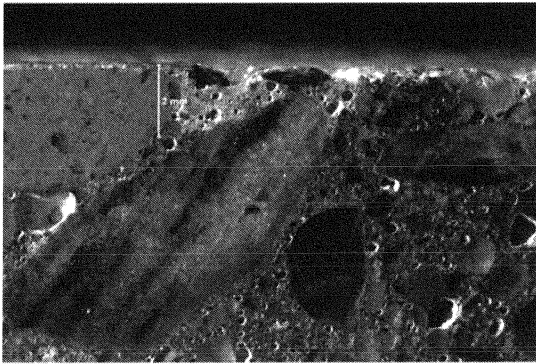
EXHIBIT A
SCOPE OF SERVICES

GRIFFISS INTERNATIONAL AIRPORT REHABILITATION OF TAXIWAYS SCOPE OF EXTRA WORK

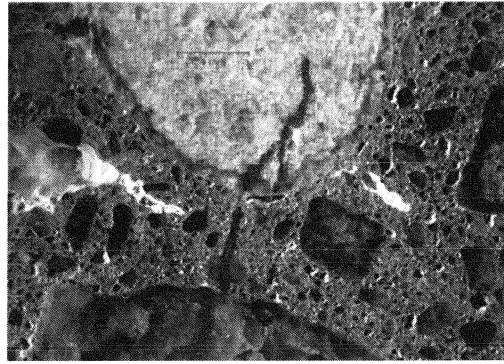
BACKGROUND

Griffiss International Airport retained CHA to conduct a visual inspection of the primary taxiways, utilize FAA Pavement Management Inspection guidelines to evaluate pavement condition, and prepare construction documents to bid areas where joint repairs or reconstruction were required. The one set of construction documents was scoped to be 21 drawings with an anticipated construction cost of \$1,200,000.

After the initial visual inspection, which included walking the taxiways to measure spalls, cracks, and areas of degradation, CHA identified areas in which concrete degradation required analysis above normal PMI guidelines. CHA subcontracted a specialist to perform destructive testing of the concrete to further evaluate the degradation at and below the surface of the taxiways. The tests identified micro-cracking and alkali-silica gel lined void-spaces created by failure of the aggregate in the existing concrete.



B-2 DESCRIPTION: Carbonation (un-stained) proceeds up to 2mm depth, in this image, from the mortar (cracked) top surface.



DESCRIPTION: Coarse granitic aggregate particles exhibit darkened "reaction rims", microcracking, and alkali-silica gel lined voidspaces nearby (arrows).

Upon reviewing the results of the pavement evaluation, the airport determined that the minor rehabilitation originally planned would require a future annual construction program that could not be sustained, and, therefore, elected to pursue reconstruction or more in-depth rehabilitation.

At the direction of the airport and FAA, CHA prepared a bid set for the first phase of taxiway rehabilitation, while collecting data for the Phase 2 portion of the project. Construction of the project was more comprehensive than the original scope; therefore, construction duration and cost would substantially increase. The FAA specifically requested the bid be broken into multiple phases to be bid as add alternates to allow flexibility for both construction and funding. After receiving bids for the first contract, the FAA requested that the project be repackaged and rebid to increase the flexibility to fund the project. Extra work outlined in the following sections included revising and rebidding the first phase of rehabilitation of the taxiways, and required work for the Phase 2 design for the next section of the taxiways. The \$105,018.81 of additional work for the design process was required to facilitate a series of construction projects for over \$10,000,000 of taxiway improvements.

EXTRA WORK DESCRIPTION

This supplementary agreement also consists of additional work which was not included in the original scope to a significant extent due to construction of the project becoming more intensive than the original scope. The construction duration and phases of additional sections of pavement were required to provide access for aircraft to the runway. The work entailed designing, drafting, estimating, and coordinating the addition of future Taxiway K into the bid documents. This 1,525 foot long taxiway had not been in use and was not anticipated to be included in this project; however, when reviewing phasing plans with Griffiss at the 90% level, it was determined necessary to allow access to Runway 33 for all tenants in hangars and ramps on the south end of the airfield throughout construction. At the request of Griffiss, Taxiway K information was also summarized and forwarded to Dennis O'Donnell of the FAA for review of signage and marking. In addition, at the 90% level, the airport requested CHA add a section of Taxiway C from Taxiway A to the main ramp, and extend Taxiway D limits to the runway. At Griffiss' request, CHA prepared plans to widen this intersection to accommodate Group IV and V aircraft, and developed electrical plans and details for intersection reconstruction. The limits of Taxiway D, C, and A were extended to the runway, which entailed adjustment of an in-pavement light with required details and notes, and items to be added to the plans.

ADDITIONAL PHASE 1 DESIGN PLANS

In the proposal for the original project, CHA listed the drawings expected to be completed for each milestone, with a total of approximately 21 drawings. With the impact of expanding the limits, including electrical work and necessary phasing, the drawing set rose to 59 sheets.

Drawings required in the bid set which were not in the original scope of work included the following:

Construction Phasing Plan - 3	Pavement Plans – 5
Construction Phasing Plan- 4	Taxiway 'A' Profiles - 3
Soil Boring Logs - 1	Taxiway 'A' Profiles - 4
Soil Boring Logs - 2	Taxiway 'A' Profiles - 5
Soil Boring Logs - 3	Taxiway 'C' Profiles – 6
Soil Boring Logs - 4	Taxiway 'D' Profiles – 7
Soil Erosion & Sediment Control Details	Taxiway 'K' Profiles - 8
Demolition Plans - 3	Grading and Drainage Plans - 3
Demolition Plans - 4	Grading and Drainage Plans - 4
Demolition Plans - 5	Grading and Drainage Plans – 5
Demolition Details - 2	Drainage Tables and Details – 2
Demolition Details - 3	Signage & Marking Plans - 3
Typical Sections - 2	Signage & Marking Plans - 4
Typical Sections - 3	Signage & Marking Plans – 5
Pavement Plans - 3	Edge Lighting Plan
Pavement Plans - 4	Edge Lighting Details

ADDITIONAL PRINTING PHASE 1 DESIGN PLANS

CHA's original scope of work for this project included one specification and 10 sets of drawings for advertising and bidding. Due to the bidding demand for this project, CHA was requested to produce 25 sets of plans and specifications for shipment to the Oneida County Purchasing Department. This resulted in \$4,856 in printing and shipping costs above the original scope of work.

RE-BIDDING PHASE 1 DESIGN PLANS

Bids for this project were received on April 17, 2012, and due to higher than anticipated milling cost for the project, the low bid was more than the anticipated funding could allow. After discussions with the FAA, it was determined that the project should be broken into smaller segments, with a base bid and alternatives. CHA revised the limits of work on all plans and changed the phasing to allow construction of a base bid and two alternatives, if funding could be obtained. CHA also designed an optional pavement section to provide contractors a choice and potentially increase competitiveness. CHA also revised the specifications and provided three sets of bid tabs to allow contractors to bid on the chosen options for the base bid and both alternatives. CHA conducted an additional pre-bid meeting as well as interacted with bidders for a three week period prior to bidding. Additional printing was also required to provide the County with 25 sets of plans and specifications for bidding.

PHASE 2 DESIGN PLANS

CHA performed the following tasks which will assist during construction of the first project as well as design of Phase 2 plans.

TASK 1 - COLLECTION AND REVIEW OF EXISTING DATA

1. Collected available data for the following items, which Griffiss Airport had on file from previous projects in the vicinity of the taxiways:
 - Soils
 - Signage and electrical record plan
 - Maintenance history
 - Pavement layer thickness
 - Climatic conditions
 - Utility record plans
 - Existing aircraft operations
 - Construction history
2. Reviewed collected data, and reproduced items required for subconsultants to complete the scope. Mapping was updated to reflect the information gathered.
3. Interviewed operation supervisors to gather information on current maintenance practices and operational issues, and discussed eligible options under this project to assist with routine operations.

TASK 2 - TOPOGRAPHIC SURVEY FOR BOTH PHASE 2 DESIGN

1. CHA performed a survey of the proposed project area on airport property to identify the following:
 - a. Survey baseline tied to the Accepted Airport Monument System
 - b. Limits of taxiways, runways and shoulders
 - c. Existing underground utilities (gas, electric, water, sanitary sewers, lighting, storm drainage) including depths and inverts where appropriate
 - d. Open drainage ditches and channels
 - e. Outfall inverts and location of drainage and/or utility structure
2. Planimetric mapping at a scale of 1 = 50' in AutoCAD Release 2011 format will be provided. A three dimensional drawing file suitable for generating contours at 0.50 foot intervals will be produced. The

survey will include installation of necessary horizontal and vertical control points. Control will be established tied to the Accepted Airport Monument System datum and coordinate system; smaller separations will be provided when necessary to delineate special features. Contours will be developed from the elevation data in 0.50-foot intervals (drainage swales, ditches, edge of pavement, built-up foundations, etc.)

- a. The data will provide planimetric base mapping, survey information, and control (benchmark locations).
3. All hard copy drawings will be provided in a format approved by Griffiss Airport in size C (22 x 34 inches).
4. Horizontal and vertical data from design layout will be reviewed and compared to data collected during the topographic survey.

TASK III - VISUAL INSPECTION OF PROJECT SITE

Concurrent with comprehensive review of construction records, the proposed site was visually inspected to identify special features which may require additional investigation.

TASK IV – PAVEMENT CORING

As part of the data-gathering process, a boring, testing, and coring program was used to verify existing pavement thickness conditions, and obtain samples of the materials for further analysis. In addition, other necessary information was obtained from these samples as required to support the evaluation and development of the recommended construction alternatives.

The following scope was completed:

- Stake out of boring and coring locations
- Borings were performed with 3-3/4" I.D. hollow stem augurs. Two-inch split spoon samples used to perform continuous sampling.
- Full-time inspection of coring and drilling activities was provided

TASK V - ENGINEER'S REPORT

An Engineer's Report was prepared that defines existing conditions for each taxiway, and provides a detailed description of modifications to the infrastructure required to rehabilitate each taxiway. The report defined, in sufficient detail, the various methods and approaches considered in determining the recommended design. The report included the alignment, pavement layout, and pavement section for the recommended breakdown when each taxiway should be included in the construction project. A cost estimate was also prepared. The report will be based on the appropriate FAA advisory circulars. The process to be completed includes the following:

PHASE 2 DESIGN FILES

The design that will be utilized in the Phase 2 portion of the project, including preliminary cost estimate and conceptual plans for staging construction to minimize disruption will be provided to Griffiss Airport.

Plans developed for Taxiway A – Phase 2 included the following:

- Soil boring location plan and soil boring logs
- Existing pavement plans
- Existing profiles
- Existing typical sections
- Horizontal and vertical alignment layout plans

ADDITIONAL DELIVERABLES

CHA will deliver survey and design files for Phase 1 and Phase 2 upon execution of this Extra Work Request. CHA will provide electronic files of existing topography for each taxiway with all drainage structures, electrical fixtures, and utilities in the project areas.

PROPOSAL FEE

CHA will be compensated for the lump sum fee as shown in the attached Proposal Breakdown Sheets.

ESTIMATED FEE: \$105,018.81

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EXHIBIT B
SCHEDULE

**Griffiss International Airport
Rehabilitation of Taxiways – Contract 1, Supplementary Agreement
CHA Project No. 21345**

Schedule

Pre-Bid conference	3/29/2012
Bid	4/12/2012
2 nd Pre-Bid conference	5/30/2012
Re-Bid	6/6/2012
Pre Construction Meeting	11/7/2012
Deliver electronic files	Upon execution of Supplementary Agreement.

EXHIBIT C
COMPENSATION

**Griffiss International Airport
Rehabilitation of Taxiways – Contract 1, Supplementary Agreement
CHA Project No. 21345**

<u>ITEM</u>	<u>EXTRA WORK FEE</u>
Direct Salary Costs	\$33,200.00
OH 160.00 %	53,120.00
Direct Non-Salary Cost	<u>5,000.70</u>
Subtotal	\$91,320.70
Fixed Fee 15%	\$13,698.11
Prevailing Wage	0.00
Sub-Consultants:	<u>0.00</u>
Agreement Total	\$105,018.81

EXHIBIT D
RECORD OF AUTHORIZING CORRESPONDENCE



May 15, 2012

Mr. Chad Lawrence
Commissioner of Aviation
Griffiss International Airport
592 Hangar Road, Suite 200
Rome, NY 13441

**RE: Griffiss International Airport
Rehabilitation of Taxiways – Contract 1
FAA AIP No. 3-36-0119-24-10
CHA Project No. 21345**

Dear Mr. Lawrence:

At this time, CHA is requesting an amendatory agreement in the amount of \$105,000 for the above-referenced project. CHA's original budget was \$200,000; this amendment would increase the contract to \$305,000. Design is complete, the project has been advertised, and bids were received on April 17, 2012. Attached is the budget recap of engineering services.

The original scope of work for this project included repairs and partial rehabilitation of Taxiway A for an estimated construction value of \$1,900,000. This scope of work and estimate was programmed into the Griffiss ACIP and was assumed by CHA when the term agreement commenced in 2009. Under the agreement, CHA performed detailed survey for Taxiways A, B, C, D, and E, for approximately \$65,000.

CHA also retained a national pavement engineering firm, Tigerbrain Engineering, to perform a pavement analysis of the entire Taxiway A system. Tigerbrain, in turn, retained Atlantic Testing, Applied Pavement Technology, and American Engineering Testing to perform pavement coring, non-destructive testing, and a petrographic analysis of the concrete pavement. From this investigation, Tigerbrain prepared a pavement evaluation for approximately \$51,000. CHA used this information to complete an Engineer's Report for the project, along with preliminary plans. CHA presented the findings of the pavement evaluation to Griffiss, which concurred with the analysis, and a multi-year reconstruction of the entire Taxiway A system was planned. Estimates are approximately \$13,000,000, substantially higher than the original estimate. Anticipated engineering fees to perform the required tasks as well as prepare bid documents for a project of this magnitude would be approximately 6.5% of the construction cost, or \$845,000. CHA has expended \$305,000 to date, which is 5% of the total anticipated rehabilitation expected to complete the Taxiway A system. Currently, CHA has completed the survey, engineering, and design for the entire taxiway system; however, contract documents for bid of approximately half of the system have been prepared to date.

ADDITIONAL WORK

This amendment is also requested for additional work which was not included in the original scope. This work entailed designing, drafting, estimating, and coordinating the addition of future Taxiway K into the bid documents. This 1,525 foot long taxiway had not been in use and was not anticipated to be included in this project; however, when reviewing phasing plans with Griffiss at the 90% level, it was determined necessary to allow access to Runway 33 for all tenants in hangars and ramps on the south end of the airfield throughout construction. At the request of Griffiss, Taxiway K information was also summarized and forwarded to Dennis O'Donnell of the FAA for review of signage and marking. Taxiway K is over 148,000 SF and would

cost over \$1,750,000 for reconstruction and \$115,000 for design. In addition, at the 90% level, the airport requested that CHA add a section of Taxiway C from Taxiway A to the main ramp, and extend the Taxiway D limits to the runway. The addition of these sections of taxiway revealed that large Group IV and V aircraft could not make the turn from Taxiway C to Taxiway A without judgmental oversteer. Upon further review of taxiway geometry, CHA determined that a safety factor to the edge of pavement or edge lights was not provided, and would require modification of the design to meet standards. At Griffiss' request, CHA prepared plans to widen this intersection and developed electrical plans and details to accommodate the intersection reconstruction. The limits of Taxiway D, C, and A were extended to the runway, which entailed adjustment of an in-pavement light with required details and notes, and items to be added to the plans.

ADDITIONAL PLANS

In the proposal for the original project, CHA listed the drawings expected to be completed for each milestone, with a total of approximately 21 drawings. The original fee was \$200,000/21 sheets or about \$9,500 per sheet, including the survey, geotechnical work, and pavement design. With the impact of expanding the limits, including electrical work and necessary phasing, the drawing set rose to 59 sheets. On a per sheet basis, this equates to an additional 38 sheets at conservatively \$5,000 per sheet because survey, geotechnical work, and the pavement design were in the original fee, for a total cost of \$190,000.

ADDITIONAL PRINTING

CHA's original scope of work for this project included one specification and 10 sets of drawings for advertising and bidding. Due to the bidding demand for this project, CHA was requested to produce 25 sets of plans and specifications for shipment to the Oneida County Purchasing Department. This resulted in an additional \$4,856 in printing and shipping costs above the original scope of work.

RE-BIDDING

Bids for this project were received on April 17, 2012, and due to higher than anticipated milling cost for the project, the low bid was more than the anticipated funding could allow. After speaking with the FAA, it was determined that the project should be broken into smaller segments, with a base bid and alternatives. CHA revised the limits of work on all plans and changed the phasing to allow construction of a base bid and two alternatives, if funding can be obtained. CHA also designed an optional pavement section to provide the contractors with a choice and potentially be more competitive. CHA also revised the specifications and provided three sets of bid tabs to allow the contractors to bid on the options they choose for the base bid and both alternatives. Additional printing was also required to provide the County with 25 sets of plans and specifications for bidding.

At this time, CHA requests an amendatory agreement for \$105,000 to the design contract; this would be 95% or \$99,750 federally eligible under the grant agreement. If requested, CHA would discuss this matter with the FAA and provide additional backup as necessary.

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,



Robert J. Bilyo, P.E.
Project Manager

RJB:ek
Enclosure
Cc: B. Applebee - GIA
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EXHIBIT E
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2013

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 E. Randolph, 12 th Floor Chicago, IL 60601 USA	Contact Name: Laura Sereika or Jennifer Trenz Phone (A/C, No, Ext) : 312-381-2602 or 312-381-4304		FAX (A/C, No) : 312-381-0276
	E-Mail Address: laura.sereika@aon.com or jennifer.trenz@aon.com		
INSURED CHA Consulting, Inc. III Winners Circle Albany, NY 12205	INSURER (S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Insurance Company		23841
	INSURER B: Wausau Underwriters Insurance Company		26042
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		
INSURER F:			

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		031238541	08/01/2012	08/01/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	X		ASJZ11260446012	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$25,000			004055445 (Follow Form)	08/01/2012	08/01/2013	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input checked="" type="checkbox"/> N (MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below	N/A		WC7Z11260446022	08/01/2012	08/01/2013	X WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Architects & Engineers Professional Liability including Contractor's Pollution			002910563	08/01/2012	08/01/2013	Each Claim	\$ 6,000,000
							Aggregate	\$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Rehabilitation of Taxiways - Design

Oneida County, The Oneida County Department of Aviation, The New York State Department of Transportation and the Federal Aviation Administration are named as additional insureds under the general liability and automobile liability policies but only with respect to the liability arising from the work performed by or on behalf of the Named Insured as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Oneida County Department of Aviation
Deputy Commissioner of Aviation
Attn: Chad Lawrence
592 Hangar Road, Suite 200
Rome, NY 13441

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

AON RISK SERVICES CENTRAL, INC.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

REFER TO DESIGNATED INSURED SCHEDULE

Name of Person(s) or Organization(s):

DESIGNATED INSURED SCHEDULE

Applicable to: CA 20 48 02 99 , MM 99 50 09 98

Name of Person(s) or Organization(s)

ANY PERSON OR ORGANIZATION WHERE THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO INCLUDE SUCH PERSON OR ORGANIZATION AS A DESIGNATED INSURED.

ENDORSEMENT #006

This endorsement, effective 12:01 AM 08/01/2012

Forms a part of policy no.: 031238541

Issued to: CHA HOLDINGS, INC.

By: NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

A. Section II - Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

B. The insurance provided to the above described additional insured under this endorsement is limited as follows:

1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- ii Supervisory, inspection, architectural or engineering activities.

5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.

C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.

- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

David J. Brennan

Authorized Representative Or
Countersignature (In states where applicable)

LX9466 (10/03)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>CHA Consulting, Inc. 111 Winners Circle Albany, NY 12205-0629 (USA)</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured (518) 453-4500</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 89-50541</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-0966259</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Oneida County Department of Aviation Deputy Commissioner of Aviation Attn: Chad Lawrence 592 Hanger Road, Suite 200 Rome, NY 13441</p>	<p>3a. Name of Insurance Carrier Liberty Insurance Corporation</p> <p>3b. Policy Number of entity listed in box "1a" WC7-Z11-260446-022</p> <p>3c. Policy effective period 08/01/2012 to 08/01/2013</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

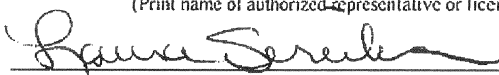
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Laura Sereika
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  02/04/2013
(Signature) (Date)

Title: Account Executive

Telephone Number of authorized representative or licensed agent of insurance carrier: 312-381-2602

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>CHA CONSULTING, INC 3 WINNER CIRCLE, PO BOX 5269 ALBANY, NY 12205</p>	<p>1b. Business Telephone Number of Insured 5184534500</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured PENDING</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-0966259</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Oneida County Department of Aviation Duputy Commissioner of Aviation 592 Hanger Road, Suite 200 Rome, NY 13441</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of entity listed in box "1a": D77009-037</p> <p>3c. Policy effective period: 9/29/2010 to 2/3/2014</p>

4. Policy covers:
- a. All of the employer's employees eligible under the New York Disability Benefits Law
 - b. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 2/4/2013 By 
Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

ADDENDUM

THIS ADDENDUM, entered into on this 11 day of February 2013, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of 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 waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - 5. Make available protected health information in accordance with 45 CFR § 164.524;
 - 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 - 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 - 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or

provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

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

By: _____
Name: Gregory Topping

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



EMERGENCY MANAGEMENT

120 Base Rd * Oriskany, NY 13424

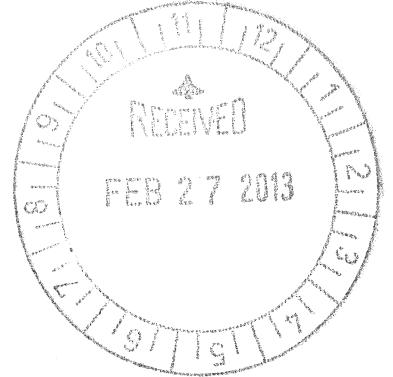
KEVIN W. REVERE - DIRECTOR

(315) 765-2522 * Fax (315) 765-2529

February 11, 2013

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

FN 20 13-094
**PUBLIC SAFETY
WAYS & MEANS**



Re: Proposed contract between NYS DHSES and Oneida County for HAZ MAT.

Dear County Executive Picente:

Attached are three (3) copies of a grant application and proposed contract for \$32,000 with the New York State Department of Homeland Security and Emergency Services for equipment related to the Oneida-Herkimer Haz Mat Team.

I request that you seek the Board of Legislators' approval for this grant under Capital Account H484-Haz Mat 2012.

Pending BOL approval, I respectfully request your electronic signature on the enclosed contract.

Sincerely,

Kevin Revere
Director

Cc: Sheryl Brown

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

Anthony J. Picente, Jr.
County Executive

Date 2/25/13

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 HM12-1012D00

Title of Activity or Services: Contract

Proposed Dates of Operations: 10/24/12-8/31/14

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Haz Mat related equipment

2). Program/Service Objectives and Outcomes

Acquisition of HAZ Mat Team enhancements

3). Program Design and Staffing Level

N/A

Total Funding Requested: \$32,000.00

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: Ongoing DHS funding for HAZ Mat response
NEW CAPITAL ACCOUNT # H484.

Grant Application

HazMat

Project No.

Grantee Name

HM12-1012-D00

Oneida County

02/11/2013

Project Title: FY12 HazMat Grant

Contacts	
<p>Ms. Kimberly Flint Contract Administrator 800 Park Ave. Utica, NY 13501 Phone:(315) 798-5027, Ext: Fax:(315) 798-6438 Email:kflint@ocgov.net</p>	<p>Project Start: 10/24/2012 Project End: 08/31/2014 Project Period Years 1 Months 10 Submission Date 12/13/2012</p>
<p>Mr. Anthony Carvelli Commissioner of Finance 800 Park Avenue Utica, NY 13501 Phone:(315) 798-5750, Ext: Fax:(315) 798-5242 Email:acarvelli@ocgov.net</p>	<p>EIN: 15-6000460 Municipality No: 300100000 000 Dun & Bradstreet No: 010781409 Charities Registration No: _ Not For Profit _ Sectarian Entity</p>
<p>Hon. Anthony J. Picente jr. County Executive 800 Park Avenue Utica, NY 13501 Phone:315-798-5800, Ext: Fax:315-798-2390 Email:acarroll@ocgov.net</p>	<p>County: Oneida Region: Mohawk Valley</p>
<p>Mr. Kevin Revere Director 120 Base Road Oriskany, NY 13424 Phone:315-765-2526, Ext: Fax: Email:krevere@ocgov.net</p>	<p>BUDGET SUMMARY Grant Funds: \$32,000.00 100.00% Matching Funds \$0.00 0.00% Total Funds \$32,000.00</p>

<p><u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T150429 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> WM2012 SHSP <u>CFDA NUMBER:</u> 97.067 <u>DHSES NUMBERS:</u> WM12150429</p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/24/2012 TO 08/31/2014 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$32,000.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable)</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> _____ (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>0 - not exempt</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____ <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

Approved As To Form
 ONEIDA COUNTY ATTORNEY
 By *Raymond J. Sica*

Award Contract

SHSP

Project No.

Grantee Name

HM12-1012-D00

Oneida County

02/11/2013

Award Contract

SHSP

Project No.**Grantee Name**

HM12-1012-D00

Oneida County

02/11/2013

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of

all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

shall control.

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2011

Certified by - on

Award Contract

SHSP

Project No.

HM12-1012-D00

Grantee Name

Oneida County

02/11/2013

APPENDIX A-1

New York State Division of Homeland Security and Emergency Services

AGENCY-SPECIFIC CLAUSES

A. GENERAL TERMS AND CONDITIONS

1. This contract (Agreement) is hereby made by and between the Division of Homeland Security and Emergency Services (DHSES), on behalf of the State of New York (State) and the Grantee.
2. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this Agreement.
3. This Agreement incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.
4. Funding for the entire Agreement Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the face page hereof.
5. The period of this Agreement shall be as specified on the face page hereof. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event DHSES shall notify the Grantee immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond the end date specified on the face page hereof.
6. To modify the Agreement, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Agreement.
7. The Grantee must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Agreement, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.
8. If the Grantee enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee shall take full responsibility for the acts and omissions of its sub-grantees. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between the sub-grantee and neither DHSES nor the State of New York.
9. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated prior to April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If the Agreement utilizes funds appropriated on or after April 1, 2006, it shall not take effect until it is executed by both parties.

10. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
11. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
12. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as

soon as it is available.

13. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

14. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.

15. Consistent with the NYS Office of State Comptroller Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from DHSES must comply with Vendor Responsibility requirements.

B. BUDGET, PAYMENT, REIMBURSEMENT AND REPORTING REQUIREMENTS

1. The Grantee is not permitted to make any changes to the Agreement budget without the written approval of DHSES. Furthermore, any proposed modification to the Agreement which results in a change of greater than 10 percent to any budget category, must be submitted to NYS Office of State Comptroller for approval.

2. To be eligible for payment, the Grantee shall submit to the DHSES' designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to DHSES.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Grantee for completed, approved projects, a sum not to exceed the amount noted on the face page hereof. The Grantee must not seek or accept reimbursement from any other sources for Grantee costs and services pursuant to this Agreement.

4. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. The Grantee shall meet all audit requirements of the federal government and State of New York.

6. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

7. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

8. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

a) Unless a special condition applies to this Agreement, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.

b) Grantee must adhere to the following guidelines at a minimum when obtaining consultant services.

i. Consultant services that cost up to \$15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.

ii. Consultant services that cost over \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.

iii. Consultant services that cost over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; establishment of the methodology of evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.

c) A Grantee that is a local government must contract for consultants in accordance with General Municipal Law Article 5-A and any other applicable regulations.

d) A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

9. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Grantee must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

10. Upon completion of all contractual requirements by the Grantee, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Grantees shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

11. The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

'Purchased with funds provided by the U.S. Department of Homeland Security.'

12. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

a) Grantee must also make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to \$15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.

iii. Goods or services or multiples of each that have an aggregate cost between \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.

iv. A Grantee expending over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.

v. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) A Grantee that is a State entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

c) A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

13. The Grantee shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

14. The Grantee must submit program progress reports and final reports as specified in Appendix C.

15. Where advance payments are approved by DHSES, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Grantees to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Grantee may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. ACCOUNTING FOR GRANT EXPENDITURES

1. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
2. Grantee agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
3. This Agreement may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.
4. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded as proposed.
5. If this Agreement makes provisions for the Grantee to sub-grant funds to other recipients, the Grantee agrees that all sub-grantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any sub-grantee as if it were its own.
6. The Grantee agrees that all sub-grantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:
 - Activities to be performed;
 - Time schedule;
 - Project policies;
 - Other policies and procedures to be followed;
 - Dollar limitation of the Agreement;
 - Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement;
 - Applicable federal and/or State cost principles to be used in determining allowable costs; and
 - Property Records or Equipment Inventory Reports.
7. The Grantee will not be reimbursed for sub-granted funds unless all expenditures by a sub-grantee are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

D. PROPERTY

1. Any equipment, furniture or supplies or other property purchased pursuant to this Agreement is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Agreement.
2. Upon completion of all contractual requirements by the Grantee under this Agreement, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Agreement.

3. The Grantee must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Grantee, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

4. If Grantee disposes of any equipment purchased under this Agreement during the active lifespan of said equipment, Grantee must reinvest any proceeds from the disposal into additional equipment items to continue Grantee's organization's activities subject to the guidelines of this Agreement. If the Grantee does not reinvest proceeds to continue activities subject to this Agreement, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Agreement must be repaid to the State of New York.

E. FEDERAL REQUIREMENTS

1. The Grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

2. A list of regulations commonly applicable to United States Department of Homeland Security (DHS) grants are listed below, including the guidance:

a) Administrative Requirements:

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

b) Cost Principles:

1. 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
2. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations

c) Audit Requirements:

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

3. The Grantee shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.

4. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Grantee, sub-recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this Agreement is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

5. In accordance with federal requirements, a Grantee that receives during its fiscal year \$500,000 or more of federal funds from all sources, including this Agreement, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year.

6. The Grantee must provide one copy of such audit report to DHSES within nine months of the end of its fiscal year, or communicate in writing to DHSES that Grantee is exempt from such requirement.

7. Program income earned by the Grantee during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant

recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

8. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

a) If DHSES shares its right to copyright such work with the Grantee, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

b) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with such grant support.

c) The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DHSES. Any document generated pursuant to this grant must contain the following language:

This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.

F. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. Services performed pursuant to this Agreement must be secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

2. Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

3. Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of federal and State laws and regulations, or as specified in this Agreement.

G. AMENDMENT, SUSPENSION, TERMINATION OF AGREEMENT

1. The Grantee agrees that if the project is not operational within 60 days of the execution date of the Agreement, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Agreement, the Grantee will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. DHSES will be allowed to extend, increase, amend, decrease or terminate this Agreement, upon appropriate approval of the NYS Offices of Attorney General and/or State Comptroller, as follows:

a) Upon approval by the NYS Office of State Comptroller, the term of this Agreement may be extended in conjunction with the extension of the federal grant award from which this Agreement is funded, not to exceed a term of five years from the initial start date.

b) Upon approval by the NYS Office of State Comptroller, the amount of this Agreement may be increased provided the funds are used in accordance with the guidelines associated with this Agreement grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.

c) This Agreement may be terminated at any time upon mutual written consent of DHSES and the Grantee.

d) DHSES may decrease the level of funding or terminate the Agreement immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.

e) This Agreement may be terminated for convenience upon thirty (30) days' notice to the Grantee.

3. DHSES reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DHSES or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely.

i. DHSES shall provide the Grantee with written notice of noncompliance.

ii. Upon the Grantee's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement.

iii. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with these terms.

4. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

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

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

6. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

7. Upon receipt of the notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees to not incur any new obligations after receipt of the notice without prior written approval by DHSES.

8. DHSES shall be responsible for payment on claims pursuant to costs incurred pursuant to terms of the AGREEMENT. In no event shall DHSES be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date.

H. AVAILABILITY OF FUNDS

1. If for any reason the State of New York or the federal government terminates its appropriation through DHSES or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DHSES, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DHSES for payment of such costs.

Upon termination or reduction of this Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DHSES. In any event, no liability shall be incurred by DHSES or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DHSES because of disallowed expenditures after audit shall be its responsibility.

2. Unless otherwise specified, in accordance with the State Finance Law, the availability of federal and State funds budgeted as local assistance shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are re-appropriated in the State Budget by the New York State Legislature. When local assistance funds are not re-appropriated, vouchers must be received by DHSES by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

I. RETENTION OF RECORDS

1. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the Agreement Period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year Period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DHSES requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, property records or equipment inventory records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project.

J. INDEMNIFICATION

1. The Grantee shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee or its sub-grantees pursuant to this Agreement. The Grantee shall indemnify and hold harmless the State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.

2. The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the State nor make any claim, demand or application to, or for, any right based upon any different status.

Revised 02/26/2010

Certified by - on

Award Contract

SHSP

Project No.

Grantee Name

HM12-1012-D00

Oneida County

02/11/2013

Budget Summary by Participant

Oneida County
 Oneida County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Detection Equipment	07CD-01-DPMG	1	\$17,209.00	\$17,209.00	\$17,209.00	\$0.00
2	Personal Protective Equipment	01CB-02-ENSM	1	\$12,381.00	\$12,381.00	\$12,381.00	\$0.00
Total					\$29,590.00	\$29,590.00	\$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Rental Space for Hazmat Equipment	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
Total				\$2,000.00	\$2,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Maintenance and Calibration of Hazmat Team Equipment	1	\$410.00	\$410.00	\$410.00	\$0.00
Total				\$410.00	\$410.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$32,000.00	\$32,000.00	\$0.00

Herkimer County Office of Emergency Services

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$32,000.00	\$32,000.00	\$0.00

Award Contract

SHSP

Project No.

HM12-1012-D00

Grantee Name

Oneida County

02/11/2013

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

2. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

3. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

4. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

5. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

6. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

7. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

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

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

9. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Revised 02/26/2010

Certified by - on

Award Contract

SHSP

Project No.**Grantee Name**

HM12-1012-D00

Oneida County

02/11/2013

Work Plan**Goal**

To promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability

Primary - WMD/HazMat Response and Decontamination

To enhance regional response teams.

Task #1 for Objective #1

Perform maintenance and calibration of equipment.

Performance Measure

- 1 Maintenance and/or calibration activities conducted. Provide a brief narrative reporting activities completed and describe how the project enhanced the regional response team capabilities.

Task #2 for Objective #1

Purchase allowable PPE equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced regional response team capabilities in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract

SHSP

Project No.**Grantee Name**

HM12-1012-D00

Oneida County

02/11/2013

Special Conditions**I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index.shtm>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<https://www.rkb.us>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through DHSES for certification.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. Law Enforcement Requirements

1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation,

equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

G. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors

Thomas Brognano
Mark F. Joseph
Holly Matthews
Paula Mrzlikar

February 21, 2013

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

Re: Ignition Interlock Monitoring Program
Reimbursement Grant
A3140.413/Revenue Account #: A3310

FN 20 13-095
PUBLIC SAFETY
WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date: 3-7-13

Dear Mr. Picente:

Enclosed is a Contract with DCJS wherein they will once again reimburse us for our efforts to ensure DWI offenders have Ignition Interlock Devices installed on their vehicles by our monitoring efforts. This \$54,333 Grant is the third year of reimbursement. I am doubtful this reimbursement will continue after this Grant period.

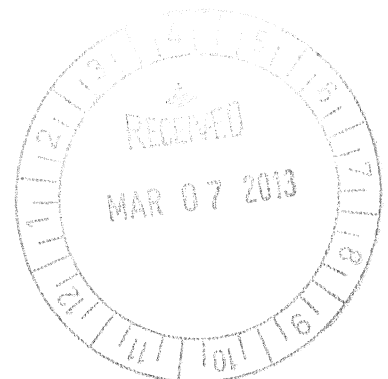
Nevertheless, we recommend the Board pass this Resolution to maximize our revenue without adding any new personnel.

After approval, please affix your E signature so that we can begin the vouchering process.

Your support of our programming continues to be appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR



DT:kas
Enclosures

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____ **X** _____

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Mandated Ignition Interlock Monitoring Services – Due to a new 2010 law all DWI convictions require the installation of an Ignition Interlock device and compliance monitoring. To assist localities DCJS is offering reimbursement for the second year to cover some of the expenses.

Proposed Dates of Operation: 10/1/12 – 9/30/13

Client Population/Number to be Served: Convicted DWI Offenders: 250

Total Funding Requested: DCJS through a formula estimating how many offenders we will work with during the Contract period that Oneida County qualifies for \$54,333.00 reimbursement. This figure will be affected by the real number of clients which we fully expect to have hooked up and monitor.

Oneida County Dept. Funding Recommendation: Therefore, we respectfully request the County approve this Contract as we are doing the work with existing staff.

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C523679 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> GTSC Ignition Interlock Device Monitoring Program <u>DCJS NUMBERS:</u> II12523679 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2012 TO 09/30/2013 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$54,333.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 2 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> _____ (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p> <p>Appendix B-1 Performance Budget</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p><u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Approved As To Form
 ONEIDA COUNTY ATTORNEY
 By *Hugrond J. Bma*

Award Contract

GTSC Ignition Interlock Device Monitoring Program

Project No.**Grantee Name**

II12-1031-D00

Oneida County

02/14/2013

AGREEMENT

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

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

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II12-1031-D00

Oneida County

02/14/2013

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

shall control.

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

Telephone: 518-292-5250
Fax: 518-292-5803 <http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December 2011

Certified by - on

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II12-1031-D00

Oneida County

02/14/2013

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Ignition Interlock Device Sentences Received	1	\$54,333.00	\$54,333.00	\$54,333.00	\$0.00
Justification: Reimbursement for IID orders received at rate of \$110.21 ea.						
Total				\$54,333.00	\$54,333.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$54,333.00	\$54,333.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$54,333.00	\$54,333.00	\$0.00

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II12-1031-D00

Oneida County

02/14/2013

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

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

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

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

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER012510

Certified by - on

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

02/14/2013

II12-1031-D00

Oneida County

APPENDIX D - Work Plan**Goal**

To enhance public safety by engaging in Breath Alcohol Ignition Interlock Device (BAIID) monitoring activities for adult DWI offenders who have been sentenced, pursuant to Chapter 496 of the 2009 Laws of New York State, and whose sentence requires the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

Objective #1

To engage in Breath Alcohol Ignition Interlock Device monitoring activities in Oneida County for an estimated 493 DWI-related offenders sentenced to probation or Conditional Discharge on or after October 1, 2012, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender.

Task #1 for Objective #1

Designated oversight agencies in Oneida County will receive sentencing orders from the criminal courts pertaining to adult DWI-related offenders who, as a condition of their sentence, must install and maintain a BAIID in each vehicle owned or operated by the offender and initiate monitoring activities.

Performance Measure

- 1 The number of Probation and/or Conditional Discharge sentencing orders having BAIID-related conditions received by the county's designated BAIID monitor(s) from all criminal courts within Oneida County.

Task #2 for Objective #1

To coordinate the reimbursement for Breath Alcohol Ignition Interlock Device (BAIID) court orders received for designated oversight agencies within Oneida County.

Performance Measure

- 1 The grantee will receive the quarterly reporting form entitled MONITORS REPORT OF IGNITION INTERLOCK DEVICE SENTENCES RECEIVED AND INSTALLATION STATUS which should be submitted in spreadsheet format. This form will provide the DCJS Office of Probation and Correctional Alternatives with basic data as to the monitoring services provided and will also be the basis upon which reimbursement claims are made. Offenders should only be entered in one quarterly report - cases which receive monitoring services subsequent to that initial entry should NOT be entered on subsequent quarterly reports.

- 2 During the reporting period for each quarter of the contract year, Oneida County will submit the required fiscal paperwork including vouchers and supporting documentation to the Finance Office of the Division of Criminal Justice Services and upon receipt of reimbursement funds distribute them to the designated agencies.

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II12-1031-D00

Oneida County

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Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions**OPCA Special Conditions**

Notwithstanding any other provisions of the AGREEMENT, the following Special Conditions are incorporated into the AGREEMENT between the parties as though set forth in its entirety therein and shall, with the exception of the provision of Appendix A, STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS, be controlling.

A not for profit organization operating on a multi-year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

For performance based contracts, Appendix B 1, Program Performance Milestones and Costs, is included herein via the GMS Attachment Module, and is incorporated into the AGREEMENT.

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.

4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.

6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.

2. The CONTRACTOR specifically agrees to comply with New York State's INFORMATION SECURITY BREACH AND NOTIFICATION ACT as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. 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.

D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions.

In addition to the four (4) progress reports referenced in Appendix A-1 which are required, for purposes of this grant award, the CONTRACTOR shall also submit quarterly reports and PROGRAM data involving receiving logs on the form: COUNTY MONITORS REPORT OF IGNITION INTERLOCK DEVICE SENTENCING ORDERS

RECEIVED AND INSTALLATION STATUS. This form must be sent to OPCA at dcjsopcaiireports@dcjs.ny.gov as follows:

October 1st through December 31st is DUE January 30th
January 1st through March 31st is DUE April 30th
April 1st through June 30th is DUE July 30th
July 1st through September 30th is DUE October 30th

Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.

3. A not for profit organization operating on a multi-year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

4. Vouchers and supporting documentation should be sent to:

NYS Division of Criminal Justice Services
Office of Finance
Alfred E. Smith Building
80 S. Swan Street
Albany, NY 12210

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II12-1031-D00

Oneida County

02/14/2013

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-

profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be

approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following:

open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees

for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

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

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter Report Due January 1 - March 31 May 15 April 1 - June 30 August 15 July 1 - September 30
November 15 October 1 - December 31 February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Agreement;

Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:
www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright

in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

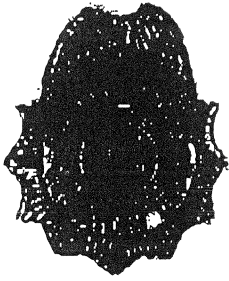
VER 12/13/12

Certified by - on

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors

Thomas Brognano
Mark F. Joseph
Holly Matthews
Paula Mrzlikar

FN 20 13-096

PUBLIC SAFETY
WAYS & MEANS

February 14, 2013

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

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

Anthony J. Picente, Jr.
County Executive

Re: Certification of Section 606 of the
New York State Correction Law – 2012

Date 3/5/13

Dear Mr. Picente:

Enclosed is a Certified Listing of 2012 costs in the amount of \$5,699.73 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) allows for this reimbursement when these costs are expended by public funds. We have prepared 36 Pre-Sentence Reports on state inmates.

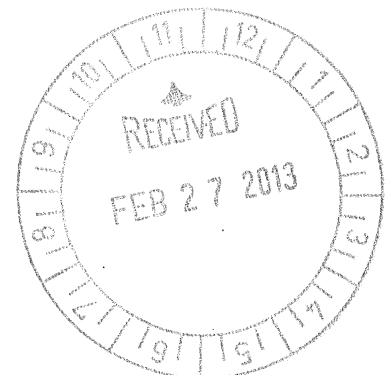
As a Board Resolution is required I hereby request the Board's approval of our request for reimbursement from New York State.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas

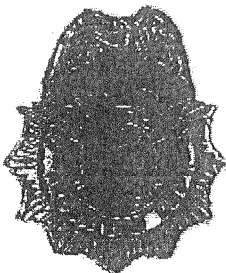
Enclosures: Reimbursement Expenses for PSI's



Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

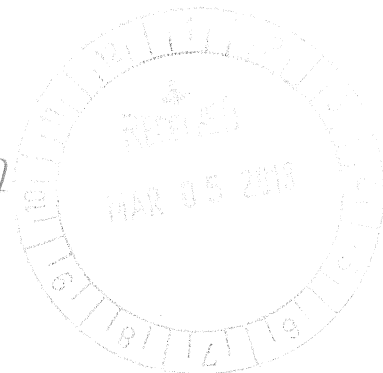
Supervisors

Thomas Brognano
Mark F. Joseph
Holly Matthews
Paula Mrzlikar

January 30, 2013

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue-10th Floor
Utica, New York 13501

FN 20 13-097



PUBLIC SAFETY

Re: ATI Grant 2012-2013

WAYS & MEANS

Dear Mr. Picente:

Enclosed is a Contract from DCJS for reimbursement of expenses incurred by our Domicile Restriction Program for 2012-2013. The amount of \$43,781 is the same rate as 2011-2012. We have run this valuable program for over 20 years which allows defendants the opportunity to live at home, work, and seek treatment instead of incarceration. This program involves both adults and juveniles and in 2012 our accounting reveals savings to the County of over \$2 million.

This Program is highly cost effective and promotes social adjustment of appropriate offenders. Without sacrificing public safety, we are able to increase the chances of offenders at making positive adjustments in their lives. We have included documentation of our savings. Upon your approval please sign the contract electronically as DCJS has already contacted Amanda.

Your continued support of this and all of our programs and efforts is most appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 3-5-13

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Domicile Restriction Program

Proposed Dates of Operation: 7/1/2012 to 6/30/2013

Client Population/Number to be Served:

Summary Statements:

- 1) Narrative Description of Proposed Services: Provides Alternative to Incarceration both at the Pre-Trial and Post-Sentencing stages of the Legal Process and is a graduated sanction of Probation. It allows home sobriety checks and surveillance of Sex Offenders' movements.
- 2) Program/Service Objectives and Outcomes: Replaced 9,242 days of incarceration at County Jail – savings of \$90.00 per day = \$831,780; Allows employed Defendants to continue working; 1,157 days of secure or non-secure detention for juveniles saving \$1,255,503 for the County.
- 3) Program Design and Staffing: Reducing burden on Social Services (65 employed full-time; 28 part-time employed; and 10 students = 103 adult offenders served). One Probation Officer and two Probation Assistants install and monitor equipment and report compliance/violations to the Court.

Total Funding Requested:

Account #: 3141

Our Budget is \$266,958 and we are seeking \$43,781.00 from DCJS in this grant. We are also subsidized by OCDSS funds \$35,000; Bail Poundage of \$3,800; and Reimbursement from the Utica Police Department of \$6,500. Net Cost to run this Program is \$177,877.

Cost Per Client Served: \$2.11 per day per client

Past Performance Data: 85% reduction in recidivism which on Domicile Restriction - 97 successfully completed in 2012.

O.C. Department Staff Recommendation: Probation Department highly recommends applying for State funding to continue programming as this Project provides a cost effective alternative to incarceration. It reduces county costs to the jail and provides opportunity for community-based supervision and service provision.

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C523381 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> OPCA ATI Classification <u>DCJS NUMBERS:</u> 13C0523381 TC11523381 TCC2523381 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2011 TO 06/30/2013 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$109,679.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 2 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> [] (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify) <p>Appendix B1 Program Performance Milestones and Costs</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Handwritten signature: Honorable Anthony J. Picente Jr.
 County Executive
 Oneida County
 Utica, NY 13501
 Date: 1/31/13

Award Contract**OPCA ATI Classification****Project No.****Grantee Name**

CL11-1014-E02

Oneida County

01/31/2013

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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.

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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of

Award Contract**OPCA ATI Classification****Project No.**

CL11-1014-E02

Grantee Name

Oneida County

01/31/2013

APPENDIX D - Work Plan**Goal**

The Oneida County Domicile Restriction program's goal is to reduce recidivism, promote public safety and enhance defendant/offender accountability through community corrections. Work Plan Term: 7/1/2012-06/30/2013.

Objective #1

Place 102 individuals into the Domicile Restriction program.

Task #1 for Objective #1

The following tasks are associated with this objective: CASES ACCEPTED FOR ELECTRONIC MONITORING: 1. All probation officers conducting pre-sentence investigations recommending a split-sentence will state in the evaluative analysis the defendant is eligible for domicile restriction in lieu of incarceration. Probation orders and conditions signed by the judge would indicate the period of domicile restriction imposed; 2. The sentencing courts in which a pre-sentence investigation is not ordered will notify the Domicile Restriction program with a court order; 3. All probation officers supervising criminal court sentenced offenders will notify the Domicile Restriction program if during a violation of probation matter before the court a graduated sanction of Domicile Restriction is recommended in lieu of incarceration. The court order by the judge would indicate the period of domicile restriction. Maintain the following case file documentation: a. A copy of the pre-sentence investigation, orders and conditions of probation and a court ordered Domicile Restriction form. b. A copy of the court ordered Domicile Restriction form for b and c above.

Performance Measure

1 The number of individuals placed in the program.

Objective #2

87 participants will successfully complete the program.

Task #1 for Objective #2

The following tasks are associated with this objective: CASES SATISFACTORILY COMPLETING ELECTRONIC MONITORING: 1. All defendants, as part of a split-sentence or conditional discharge in lieu of incarceration in which a pre-sentence was submitted to County, City or Justice Courts, will have electronic monitoring equipment installed on their person, in their home and entered into the department's computer within 24 hours by program staff during the business week. The court will be notified if this is not possible in order to amend the court order. 2. All defendants ordered by the Justice Courts, whether a pre-sentence investigation is/is not conducted, will be processed as soon as the disposition and order are received via mail; 3. All defendants will be monitored either by program staff during business hours or through the computer and, as applicable, with DCJS's supervision rule; 4. The program staff will file misconduct reports with the sentencing court within 24 hours during the business week for non-compliance; 5. If the court orders, the defendant will be reinstated based on the violation; 6. The sentencing court will be notified, in writing, of successful completion of the Domicile Restriction condition. Maintain the following case file documentation: - All defendants will have a case file to include PSI and the court-ordered - All defendants will have a daily contact sheet or computer driven report of contacts. If in violation, a notation of appropriate actions - A successfully completed form sent to the judge

Performance Measure

1 The number of individuals successfully completing the program.

Objective #3

To provide additional program related data to OPCA.

Task #1 for Objective #3

Gather and provide additional program related data to OPCA.

Performance Measure

1 Number of individuals interviewed/assessed/evaluated.

Objective #4

To provide additional program related data to OPCA.

Task #1 for Objective #4

Gather and provide additional program related data to OPCA.

Performance Measure

1 Total number of individuals terminated unsatisfactorily. Total number administratively discharged.

Award Contract**OPCA ATI Classification****Project No.****Grantee Name**

CL11-1014-E02

Oneida County

01/31/2013

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions**C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY**

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.

2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. 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.

OPCA Special Conditions

This contract is managed through the DCJS automated Grant Management System (GMS) which grantee has agreed to access. The former Division of Probation and Correctional Alternatives (DPCA) merged into DCJS effective June 22, 2010 and is now the Office of Probation and Correctional Alternatives - OPCA - within DCJS. DCJS is making changes to the GMS to accommodate this merger. These changes may impact headings, spacing, fonts, layout, order and general presentation of this agreement and appendices. Headings, spacing, fonts, layout and presentation of material is for the convenience of display and has no legal consequence. A reference to Appendix B is a reference to the Program Budget, a reference to Appendix B1 is a reference to Program Milestones and Costs and a reference to Appendix D is a reference to the Program Workplan and/or special conditions. All Appendices when displayed by GMS in the grantees account are fully incorporated into the terms of the agreement.

A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

For performance based contracts, Appendix B 1, Program Performance Milestones and Costs, is included herein via the GMS Attachment Module, and is incorporated into the AGREEMENT.

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.
4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.
5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.
6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.
2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. 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.

D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR, shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.
2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions. GMS progress reports now incorporate data previously obtained from OPCA Quarterly Reporting Forms. In addition to the four (4) progress reports referenced in Appendix A-1 which are required, for purposes of this grant award, the CONTRACTOR shall also submit quarterly PROGRAM data on Tracking Logs, to OPCA at dcjsopcaati@dcjs.state.ny.us consistent with GMS progress report due dates. Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.
3. A not for profit organization operating on a multi year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.
4. Vouchers and supporting documentation should be sent to:
NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203
5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

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

Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

1. Quarterly Reports - All ATI programs are required to submit Quarterly Reports on the schedule indicated in Appendix A-1. Effective July 1, 2012, 13-A funded programs are no longer required to submit these reports using the GMS. Rather, the DCJS Office of Probation and Correctional Alternatives (OPCA) quarterly report template will be sent directly to each program upon contract execution. If the CONTRACTOR utilizes CASELOAD EXPLORER (CE), the CE will generate the report for you. The completed report should be submitted directly to dcjsopcaati@dcjs.ny.gov. Once received, OPCA will attach the completed report onto the GMS.
2. Tracking Logs - All OPCA 13-A ATI programs, with the exception of Pretrial Programs, are required to submit Tracking Logs according to the same quarterly reporting schedule. The OPCA Tracking Log template will be sent directly to each CONTRACTOR upon contract execution. The completed Tracking Logs should be submitted to dcjsopcaati@dcjs.ny.gov.

Award Contract**OPCA ATI Classification****Project No.**

CL11-1014-E02

Grantee Name

Oneida County

01/31/2013

Amendment created on - 10/16/2012
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2012
Contract Amount - \$65,898.00

Amendment certified on - 04/23/2012
Amendment Type - Inc/Ext/Workplan
Contract Start Date - 01/01/2011
Contract End Date - 06/30/2012
Contract Amount - \$65,898.00

This appendix displays the values created for this Amendment. Cancel if the values are not correct.

Amendment created on - 12/13/2011
Prior Contract Terms
Contract Start Date - 01/01/2011
Contract End Date - 12/31/2011
Contract Amount - \$43,781.00

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

Certified by - on

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6235
Fax: (315) 768-6299

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

February 22, 2013

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

FN 20 13-098

**PUBLIC WORKS
WAYS & MEANS**



Dear County Executive Picente,

On January 10, 2013 the Oneida County Board of Acquisition and Contract accepted a proposal from C&S Engineers for \$59,000.00 to prepare plans and specifications for the following bridge replacement or reconstruction projects.

Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton
Replacement of BIN 3310720, Lee Center – West Lee Road over Canada Creek, Town of Lee
Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland

Please consider the enclosed contract for the above mentioned services. If acceptable, please forward to the Oneida County Board of legislators for consideration.

Thank you for your support

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date: 3-5-13

Oneida County DPW Contract Summary

Division: Engineering
Contact: Mark Laramie
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract _____
Professional Services Contract _____
NYSOGS Contract _____
Competitive Bid or Proposal X
Sole Source _____
Other _____

Board of Legislators Approval Required Yes

Name of Contracting Organization: **C&S Engineers**
499 Col. Eileen Collins Boulevard
Syracuse, NY 13212

Title of Activity or Service: **Professional Consulting Services**

Description of Proposed Services: **Prepare plans and specifications for the following bridge replacement or reconstruction projects.**

Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton
Replacement of BIN 3310720, Lee Center – West Lee Road over Canada Creek, Town of Lee
Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland

Total Funding Requested: \$59,000.00

Account Number H-374

Proposed Funding Source: Federal _____
State _____
County 100%
Other _____

Oneida County Department Staff Comments: _____

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN
The County of Oneida
AND
C&S Engineers, Inc.

TO: Prepare plans and specifications for:

1. Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton
2. Replacement of BIN 3310720, Lee Center – West Lee Road over Canada Creek, Town of Lee
3. Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland

THIS AGREEMENT made this _____ day of _____, 2013, by and between **THE COUNTY OF ONEIDA**, with its principal office for the transaction of business at 800 Park Avenue, in the City of Utica, County of Oneida, and State of New York (hereinafter referred to as the "County") and **C&S Engineers, Inc.**, a company organized under the laws of the State of New York, having its principal office for the transaction of business at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, (hereinafter referred to as the "Consultant"), meaning any single or combination of Architect, Engineer or land Surveyor.

WITNESSETH THAT:

WHEREAS, the County desires to prepare plans and specifications for the **Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton; Replacement of BIN 3310720, Lee Center – West Lee Road over Canada Creek, Town of Lee; and Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland** in Oneida County, New York; and

WHEREAS, the County desires to engage the Consultant to provide the professional services required for the execution of this project; and

WHEREAS, the Consultant in association with other specialty consultants to be approved by the County has the expertise required to provide the services included in this agreement and desires to provide the required services, NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree to all parts of this agreement. Furthermore, both parties acknowledge that they have executed this agreement as of the date indicated above. Upon execution of this agreement, the Consultant is authorized to proceed with its services unless otherwise provided in this agreement.

COUNTY OF ONEIDA

By:

Anthony J. Picente, Jr.
Oneida County Executive

APPROVED AS TO FORM,

County Attorney

C&S ENGINEERS, INC.

By:

Name: James Morrissey, P.E.
Title: Transportation Service Group Manager

1. GENERAL

1. SCHEDULE

1. The services required by this agreement shall be accomplished within 120 days as stated in Section 3.G. of the RFP, beginning on the day this agreement is executed. It is recognized by both parties that this period of time may be affected by factors beyond the reasonable control of either party. Both parties shall take all reasonable steps to adhere to the time schedule, in which case the delay shall not constitute a default under this agreement.

2. DESCRIPTION

1. The project description shall be defined by Section 2. PROJECT DESCRIPTION, of the Request For Proposal for Replacement and Rehabilitation of Bridges and Structures in Oneida County. This Request For Proposal is attached as **Exhibit D**.

3. SCOPE OF SERVICES

1. Scope of services shall be defined by Section 3. SCOPE OF SERVICES of the Request For Proposal for Replacement and Rehabilitation of Bridges and Structures in Oneida County. This Request For Proposal is attached as **Exhibit D**. The scope is further defined in Exhibit E.

4. INFORMATION AND SERVICES PROVIDED BY ONEIDA COUNTY.

1. The **County** shall furnish the **Consultant** such design parameters and budget information the **County** deems necessary.
2. The Commissioner of Public Works, Oneida County, or a designated agent, is the **County's representative**.
3. The **County** shall provide necessary legal services.
4. The **County** shall provide any archival information that is available and applicable, on which the **Consultant** may rely in performing services under this agreement.
5. The **County** shall provide materials testing services when required unless otherwise stated in this agreement.

5. ADDITIONAL SERVICES PROVIDED BY THE CONSULTANT.

1. The **Consultant** shall supply additional services as requested by the **County** and agreed to by the **Consultant** concerning the Project. When the **Consultant** provides additional services authorized by the **County's** designated representative, those services shall be reimbursed according to **Exhibit B** plus agreed upon expenses. An alternate method of compensation may be established by prior written agreement of both parties.
2. Additional services shall not be performed unless requested and approved in advance by the **County**. Furthermore, **Consultant** shall notify the **County** immediately of potential fee increases. Payment shall not be made for out of scope services performed without prior authorization.

3. Progress payments for out of scope services performed shall be based on the percentage of services completed and/or on completion of major tasks.

2. CONSULTANT

1. DESCRIPTION OF SERVICES

1. The services to be provided by the **Consultant** shall comply with the accepted practice of the appropriate profession. The execution of this project shall be progressed in accordance with applicable **Oneida County** policies and design criteria, as detailed in Section 3.H. of **Exhibit D**.

2. PAYMENT FOR PROFESSIONAL SERVICES

1. The **Consultant** shall be paid by the **County** at the completion of major tasks as listed in the proposal and in accordance with the percentage of services completed, as described in **Exhibit C**.
2. Each payment request shall show the percentage of the services completed and shall be cumulative.
3. The fee amount to be paid the **Consultant** shall be a lump sum fee of **\$59,000**. **Lump Sum fee shall include any and all reimbursable expenses**. Payments shall be based on the percentage of services completed in accordance with **Exhibit C**.
4. The **County** shall not be assessed additional fees or charges in the event that payment has not been made to the **Consultant** within 45 days.
5. In the event that the project is canceled or suspended by the **County**, the **Consultant** shall be paid for all services performed to date. The **County** shall give 7 days' written notice prior to cancellation.
6. Attached is **Exhibit B**. **Exhibit B** contains typical job titles, salary rate, and billing rate for all personnel associated with this project. **Exhibit B** shall be used to calculate compensation for services performed that are not included in the original Scope of Services. **Exhibit B** shall also be used to calculate any credits to the **County** for services not performed that are included in the original Scope of Services.

3. CONSULTANTS INSURANCE COVERAGE

1. The **Consultant** shall, as a minimum, maintain general and professional liability insurance coverage in the following amounts:

1. Professional Liability \$ 1,000,000.00
2. General Liability \$ 1,000,000.00
3. Automobile Liability \$ 1,000,000.00
4. Workman's Compensation - Statutory Limits

2. The **Consultant** shall provide certificates showing compliance with this article and **Oneida County** shall be added named as additional insured.

4. OWNERSHIP OF DOCUMENTS

1. Original and generated computer media (excluding general word processing media), drawings and specification manuscripts are to remain title property of the **County** whether or not the project is completed but upon payment in full for **Consultant** services. The **Consultant** may retain copies for reference. These documents shall not be used by the **Consultant** for other projects without prior written approval of the **County**. The **County's** use of this data for purposes other than originally intended without written verification or adaptation by **Consultant** shall be at the **County's** sole risk.
2. The **Consultant** is required to furnish the **County** with as-built plans and specifications on CD-ROM in Microsoft Word and AutoCAD version 2002 or 2010 format, original specifications bound in three ring binders and as-built plans on "D" size Mylar sheets.

5. ASSIGNMENT OF SERVICES

1. No portion of this agreement shall be assigned to a subcontractor without approval of the **County**.

6. MISCELLANEOUS

1. LITIGATION

1. If the **County** becomes party to any litigation resulting from this project that is not the fault of the **Consultant** and that requires the **Consultant's** services, the additional fee to be paid shall be one that is mutually agreed upon between the **County** and the **Consultant**.

2. WAIVER OF IMMUNITY

1. In compliance with the General Municipal and Finance Laws of New York State, the **Consultant** agrees to sign a waiver of immunity against criminal prosecution.

3. LABOR LAW

1. The **Consultant** agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.

4. PRINCIPAL PLACE OF BUSINESS

1. For determining applicable laws, the principal place of business of all parties to this agreement is **Oneida County**, New York.

5. COST OPINIONS

1. Cost opinions or economic evaluations prepared by the **Consultant** shall be based on experience and judgment. Since the **Consultant** has no control over market conditions or bidding procedures, it cannot either warrant or guarantee that bids, ultimate construction cost, or project economics shall not vary from these opinions.

6. HAZARDOUS SUBSTANCES

1. Should the removal and/or containment of hazardous substances be or become an element in this project, it is recognized by all parties that the **Consultant** has had no role nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.
2. The **Consultant** agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the County Commissioner of Public Works.
3. It is also recognized that **Consultant** is compensated largely on the basis of time spent in rendering services and not on the basis of the legal liabilities created by the risks associated with hazardous wastes or materials.
4. Proposed fees under this agreement do not include any substantial premiums in the nature of reserve for such risks.
5. In consideration of these facts, it is agreed that **County** shall defend, indemnify, and hold harmless **Consultant** from any claim including claims for wrongful death, liability, or defense cost for injuries or losses sustained or alleged by any person or entity whether a part of this agreement or not where the allegations relate in any way to hazardous substances.
6. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.

7. EXHIBIT

1. The following exhibits, attached, constitute a part of this agreement:
 1. Exhibit A, Certification of Consultant
 2. Exhibit B, Consultant Hourly Rate Schedule
 3. Exhibit C, Fee Schedule
 4. Exhibit D, Request for Proposal
 5. Exhibit E, Detailed Description of Services
 6. Exhibit F, Consultant Recycling and Solid Waste Management Form

2. This agreement, including the attached exhibits, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous and/or written representation or agreement with respect to that subject matter.

8. NOTICES

1. Any notice to be given by one party to the other under the term of this agreement shall be in writing and shall be delivered personally or sent by registered or certified first-class mail, postage prepaid and return receipt requested, to the party to be given notice at the address set forth above. Notice shall be deemed given upon receipt; refusal to accept receipt shall constitute notice. Either party may change its notice address by notifying the other party in accordance with the terms of this article.

9. INDEMNIFICATION

1. The **Consultant** shall indemnify and hold the Owner and Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the **Consultant**, its employees and its consultant in the performance of professional services under this Agreement. The **Consultant's** duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a Consultant, subconsultant or subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONSULTANT.

WHEREAS, COUNTY and CONSULTANT have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Consultant or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Consultant agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subconsultant or subcontractors. Upon awarding of this Contract, and before work commences, the Consultant 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 Consultant and any subconsultant or subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Consultant certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, 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 Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Consultant shall require that the language of this certification be included in the award documents for all subcontracts and that all subconsultant or subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Consultant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Consultant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Consultants other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Consultant 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 Consultant'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 Consultant's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Consultant may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Consultants who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Consultant certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Consultant will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Consultant, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Consultant and the County. In order to assure such privacy and security, the Consultant 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 Consultant, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Consultant to use or further disclose the protected health information that the Consultant handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Consultant may use and disclose protected health information for the Consultant's own proper management and administration; and
 2. The Consultant may provide data aggregation services relating to the health care operations of the County.
- c. The Consultant shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Consultant becomes aware;
 4. Ensure that any agents, including a subconsultant or subcontractor, to whom the Consultant provides protected health information received from, or created or received by the Consultant on behalf of, the County agrees to the same restrictions and conditions that apply to the Consultant 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 Consultant on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Consultant on behalf of, the County that the Consultant still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Consultant agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Consultant has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Consultant or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Consultant may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Consultant shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Consultant's employees nor the employees of its subconsultant or subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Consultant and its subconsultant or 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 Consultant understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent

to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Consultant affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Consultant further affirms that, at the time the Consultant submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Consultant's behalf.

10. Records.

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Consultant within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Consultant shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

The Consultant 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 Consultant to establish to meet with the approval of the County.

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Consultant shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subconsultant or subcontractor under a contract to the prime Consultant or higher tier subconsultant or subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Consultant shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Consultant shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Consultant in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Consultant agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Consultant or expenditures made by the Consultant for which reimbursement is made to the Consultant by the County. The Consultant shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Consultant, any person signing on behalf of any Bidder/Consultant and any assignee or subconsultant or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Consultant and any subconsultant or subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Consultant is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Consultant seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Consultant is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Consultant in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Consultant that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Consultant that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

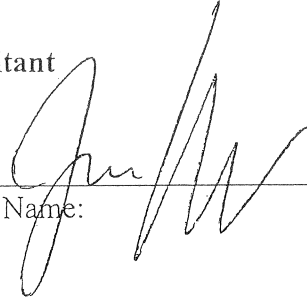
By: _____

Oneida County Executive

Consultant

By: _____

Name:



Approved as to Form only

Oneida County Attorney

Exhibit A

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of **C&S Engineers, Inc.**, a company organized under the laws of the State of New York, having its principal office for the transaction of business at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be finished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

C&S Engineers, Inc.

Firm

Date:

Signature:

Name:

Title:

James Morrissey, P.E.

Transportation Service Group Manager

Attest:

Exhibit B

CONSULTANT HOURLY RATE SCHEDULE

Title	Payroll Cost x Multiplier	Overtime Category
Service Group Manager (SGM)	\$176	A
Managing Engineer (ME)	\$135	B
Senior Project Engineer (SPE)	\$100	B
Project Engineer (PE)	\$92	B
Engineer (Engr)	\$87	B
Designer/Technician/Drafter (Tech)	\$60	C
Technical Typist (TT)	\$60	C

Overtime Policy

- A indicates no compensation for overtime
- B indicates compensation at straight time for overtime
- C indicates rate times 1.5 for overtime

NOTES: Salary Schedule is effective through December 31, 2013.

Reimbursable Expenses

Mileage Costs \$0.565/mile

Construction Inspection Contingency Budget Staffing Hours			
Task	Job Title	Est. Hours	Est. Cost
6	SGM	1	\$ 176.00
	SPE	4	\$ 400.00
	PE	24	\$ 2,208.00
	Tech	16	\$ 960.00
	TT	2	\$ 120.00
	Estimated Hours	47	
	Asbestos Testing		\$ 900.00
	Travel Expenses		\$ 200.00
	Total Est. Cost		\$ 4,964.00
	BUDGET		\$ 5,000.00

Task 6 Description

- 1) Shop Drawing Review and Acceptance
- 2) Project Site Visits
- 3) Consultation
- 4) Asbestos Screening/testing

Exhibit C
FEE SCHEDULE

In accordance with Section 5.A of Exhibit D, Consultant Services shall be divided into sequential phases. The percentage of fee assigned to each phase is as follows:

Total Design Fee (without Construction Phase Contingency):	\$ 44,000.00
Construction Phase Contingency:	<u>\$ 15,000.00</u>
Total Contract Amount/Total Lump Sum Fixed Fee:	\$ 59,000.00

Phase	Percentage Work	Percentage of Fee
(1) Implementation, Design Development and Final Review	60%	\$ 26,400.00
(2) Bid Documents and Public Bidding	30%	\$ 13,200.00
(3) Construction Phase	*Contingency Fund*	\$ 15,000.00
(4) Record Drawings	10%	\$ 4,400.00
Total Lump Sum Fixed Fee		\$ 59,000.00

Exhibit D
REQUEST FOR PROPOSAL

Oneida County Department of Public Works

Division of Engineering
6000 Airport Road, Oriskany, New York 13424-0400

Request For Proposal
Design Services
for
**REHABILITATION / REPLACEMENT OF
VARIOUS BRIDGES AND STRUCTURES
IN
ONEIDA COUNTY**

1. Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton.
 2. Replacement of BIN 3310720, Lee Center – W. Lee Road over Canada Creek, Town of Lee.
 3. Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland.
-

December 2012

A REQUEST FOR PROPOSAL FOR DESIGN SERVICES

1. INTRODUCTION

- A. The County of Oneida requests proposals from Consultants with demonstrated experience in similar projects. This Request for Proposal (RFP) is for all Engineering Design Services for:

Rehabilitation / Replacement of Various Bridges and Structures in Oneida County.

Project 1. Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton

Project 2. Replacement of BIN 3310720, Lee Center – W. Lee Road over Canada Creek, Town of Lee

Project 3. Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland

Responses to this Request for Proposal (RFP) must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to mlaramie@ocgov.net or via mail on a CD to:

Oneida County Department of Public Works
Division of Engineering
6000 Airport Road
Oriskany, New York 13424-0400
Attn: Mark E. Laramie, P.E., Deputy Commissioner

- C. Packages containing proposals must be marked "**Rehabilitation/Replacement of Various Bridges and Structures in Oneida County**".
- D. Proposals are due at the above address no later than 2:00 p.m. on **January 3, 2013**.
- E. Questions relating to this proposal should be directed to Timothy Decker of the Oneida County Department of Public Works at 315-793-6228.

2. PROJECT DESCRIPTION

- A. Structures selected will be replaced in their entirety, or as noted herein. The selected Consultant will design a complete bridge system suited to the individual locations. The Consultant will be responsible for designing the most cost effective, aesthetically pleasing, and functional bridge system.
- B. Structures selected for replacement are as noted in the following narrative.
- C. Where practical, replacement structures will be constructed wholly within existing right-of-way limits.
- D. Temporary easement limits to facilitate construction will be defined on the construction plans. Right of way acquisition maps and descriptions, where necessary, will be prepared by the selected consultant. A separate agreement, between the county and consultant will be secured to prepare maps if necessary. Oneida County will secure agreements for easements and/or right of way acquisitions with the affected property owners.

PROJECT NARRATIVE

a. Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton.

The existing steel open grate deck is severely deteriorated and will be replaced with a comparable new steel open grate deck. Minor adjustment of the concrete backwall/deck interface may be necessary. The bridge bearings will be analyzed for condition and possible rehabilitation or replacement. Approach guide rail will be upgraded to current design standards.

b. Replacement of BIN 3310720, Lee Center – W. Lee Road over Canada Creek, Town of Lee.

The existing 28 ft. span bridge will be replaced in it's entirety on the existing horizontal and vertical alignment.

c. Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland.

The existing 21 ft. span bridge will be replaced in it's entirety on the existing horizontal and vertical alignment.

3. SCOPE OF WORK

- A. The Consultant selected for these projects shall be required to prepare plans and bid specifications for the projects, as described in Section 2, Project Description, and as determined by the County of Oneida.
- B. Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.
- C. Work shall include plans and bid specifications for all related work as well as all field surveys, subsurface investigations, and tests necessary for a complete project design. A minimum of two soil borings will be performed for each replacement bridge or structure. Cost of soil borings to be included in Lump Sum fee for each structure. A hydraulic analysis may be required for each replacement bridge and structure.
- D. **Without exception**, the Consultant shall be responsible for preparing and securing **all permits** in association with the construction of this project. The County of Oneida shall pay for all permits.
- E. Consultant shall be responsible for securing current New York State Schedule of Wage Rates for this project and distributing subsequent updates to all parties involved throughout construction.
- F. Consultant shall be responsible for securing and preparing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.
- G. Plans and specifications shall be ready for bid **no later than 120 days after execution of an agreement for consultant services**.
- H. Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:

(1) NYSDOT:

- (a) HS-25 Live Load Rating
- (b) The Environmental Manual
- (c) Standard Specifications for Construction and Materials
- (d) Highway Design Manual - Volume 1, 2 and 3
- (e) Manual of Uniform Traffic Control Devices
- (f) Policy on Geometrics of Structures
- (g) Standard Specifications for Highway Bridges
- (h) Standard Details for Highway Bridges
- (i) Engineering Instructions / Bulletins

(2) AASHTO:

- (a) Standard Specifications for Highway Bridges
- (b) Policy on Geometric Design of Highways and Streets

(3) Any other applicable NYSDOT or AASHTO guideline.

- I. Generate formal minutes for all meetings. Minutes shall be distributed to the County of Oneida and all other parties involved. The following statement shall be included in the Meeting Minutes:

"These minutes convey our understanding of items discussed and agreements reached during this meeting. We shall assume that understanding is correct unless written notice to the contrary is directed to us within ten (10) days of the above date of issue."

- J. Consultant services shall be divided into the following sequential phases:

(1) Implementation

- (a) Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope of the project.
- (b) Inspect site and review existing data available for project development.
- (c) Analyze various design alternatives with regards to cost and schedule. Submit results to the County for review and selection.

(2) Design Development

- (a) Verify design alternative selected by the County.
- (b) Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.
- (c) Review and incorporate comments and revisions into design.
- (d) Provide a detailed statement of probable construction cost.

(3) Comments, Revisions and Final Review

- (a) Submit drawings and specifications for approval to all agencies concerned. Including, but not limited to, Oneida County and governing New York State

permitting agencies.

- (b) Review and incorporate comments and revisions into design.
- (c) Provide a detailed statement of probable construction cost.
- (d) Provide all information generated during design development. Include as a minimum All hand calculations. Computer program outputs (hydraulic analysis, etc.). Subsurface information and bearing capacity analysis. ASCII survey coordinate file.

(4) Bid Documents

- (a) Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.
- (b) Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.
- (c) Provide two (2) diskettes containing entire bid document (plans and specifications), for each project, in Adobe Acrobat (.pdf) format.

(5) Public Bidding

- (a) The County of Oneida shall reproduce and distribute all construction documents.
- (b) Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.
- (c) Review bids submitted by contractors and forward recommendation to the County.

(6) Construction Phase

- (a) All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review & approval and provide additional services when requested. The cost for these services shall be funded through a contingency fund of \$5,000.00 for each project. **This contingency fund shall be included in the proposed fee for each project.** The Consultant shall provide a schedule defining hourly rates for each individual assigned to this project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Provide this information on a separate sheet titled "Schedule A."

(7) "Record" Drawings

- (a) Upon completion of a project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.
- (b) Revise original drawings and specifications to accurately depict the "as-built"

condition of the project.

- (c) Deliver to Oneida County copies of "as-built" drawings on 4mil, double matte, polyester film. Also, required shall be "as-built" drawings on "disk" in AutoCAD version 2002 or 2010 format.

4. TERMS AND CONDITIONS

- A. The projects outlined in this proposal shall be awarded by the County of Oneida.
- B. The County is not liable for costs incurred prior to the issuance of an executed contract and/or notice to proceed.
- C. Firms responding to the RFP may be designated for interview with the County.
- D. The contents of the successful firm's proposal may become part of the contractual obligations if deemed appropriate by the County.
- E. The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.
- F. The successful Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.
- G. The contracts entered into, as a result of this Request for Proposal, shall be between the selected firm and the County of Oneida.

5. PAYMENT FOR SERVICES

- A. This fee proposal shall indicate a lump sum fixed fee. Payments shall be made on the basis of work completed. The following schedule of values shall be applied:

Implementation, Design Development & Final Review	60%
Bid Documents and Public Bidding	30%
Construction Phase	See Section 3.J.6.a
Record Drawings	10%
Total	100%

- B. Construction Phase. This fee proposal shall indicate hourly rates for all personnel associated with the project and estimated total hours for each person using an appropriate construction schedule for each project. Information must be in tabular form and include a grand total. Payments shall be made on the basis of work completed. Provide this information on a separate sheet titled "Schedule A"

6. CONSULTANT LIABILITY

- A. A statement of liability limits including malpractice must be attached. This statement must include Liability Insurance coverage of at least One Million (1,000,000) dollars.

7. REIMBURSABLE EXPENSES

- A. There shall be no reimbursable expenses. Miscellaneous expenses incurred must be included in lump sum fixed fee(s) and/or hourly rates.

8. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

- A. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at the County's sole risk.

9. WAIVER OF IMMUNITY

- A. The successful A/E shall be required to sign a Waiver of Immunity against criminal prosecution.

10. PRINCIPAL PLACE OF BUSINESS

- A. The principal place of business for determining applicable laws is Oneida County, New York.

11. SPECIAL CONDITIONS

- A. Qualification Statement - The Consultant shall be required to submit documentation describing the firm's single most relevant project supporting that firm's belief that their's is the best choice for the County. This may include specific "qualifying" information requested by the County and other documentation the firm considers relevant. You may also submit additional supporting written or visual materials, brochures, etc., if it helps to supplement the firm's credentials. PLEASE DO NOT SUBMIT IRRELEVANT DATA OR INFORMATION.
- B. Project Proposals Shall Include
 - 1. Understanding of the Scope of the project.
 - 2. Team members, their roles, and applicable work experience.
 - 3. Consultant Qualifications.
 - 4. Proposed project schedule, including major tasks and target completion dates.
 - 5. Technical approaches in accomplishing the work.
- C. Consultant shall have either on staff, or as a consultant, persons with specific experience in the following disciplines:
 - 1. Specification Writing - Familiarity with the New York State Department of Transportation Standard Specifications for Construction and Materials
 - 2. Structural Engineering / Bridge Design
 - 3. These persons/consultants shall be described in the proposal.
- D. Consultant shall have on staff, or as a consultant, a Professional Engineer recognized by the New York State Education Department. A brief resume of this individual shall be provided with the proposal.

12. SELECTION PROCESS

- A. The County shall review all proposals received and reserve the right to select firm(s) for further presentation and interview.
- B. The following criteria shall be used in the selection process.
 1. Approach to Project:
 - (a) Understanding of project scope
 - (b) Understanding of implied or required activities
 - (c) Reasonableness of proposed approach
 - (d) Proposed work schedule
 2. Experience/Qualifications of Project Personnel and Consultants:
 - (a) Previous experience with governmental agencies.
 - (b) Previous experience with similar projects.
 - (c) Project staff experience with similar projects
 - (d) Project management expertise.
 3. Credentials of Firm:
 - (a) Reference/client assessment of previous performances
 - (b) General project experience
 - (c) Demonstrated ability to keep projects on schedule
 - (d) Firm's most significant relevant project
 4. Level of Effort
 - (a) Commitment of assigned personnel to the project
 - (b) Firm's current workload and availability
 5. Proposal Fee
 - (a) Itemize fee for each structure to include major tasks including subconsultants. At a minimum itemize Soil Borings, Survey & Mapping and Design.
- C. The County shall prepare the contract with the Consultant selected. Any further modifications/addendums to that contract shall be negotiated with the County.
- D. Should the County's proposed contract be unacceptable to the firm selected, the County reserves the right to select another firm.

13. PROPOSAL

We submit the following fee proposal for Engineering Design Services for:

Please be sure to include \$5,000.00 Contingency fee for each Project (as described in section 3:J:6:a) in Lump Sum Fee.

1. Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton

_____	_____
<i>Amount in Writing</i>	<i>Amount in Words</i>

2. Replacement of BIN 3310720, Lee Center – W. Lee Road over Canada Creek, Town of Lee

_____	_____
<i>Amount in Writing</i>	<i>Amount in Words</i>

3. Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland

_____	_____
<i>Amount in Writing</i>	<i>Amount in Words</i>

Note: Projects will be awarded to the consulting firm submitting the lowest total price for each individual project.

_____	_____
Legal Name of Persons, Firm, or Corporation	Address

_____	_____
Signature	Title

_____	_____
Telephone Number	Date



Section 6—Fee Proposal

C&S submits the following fee proposal for engineering services. Included in the fee proposal is a \$5,000.00 contingency amount for each structure.

1. Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton

\$10,000	Ten thousand dollars
<i>Amount in Writing</i>	<i>Amount in Words</i>

Cost Breakdown

Survey:	\$0
Soil Borings:	\$0
Design:	\$4,900
Expenses:	\$100
Cont.:	\$5,000

Total: \$10,000

2. Replacement of BIN 3310720, Lee Center—W. Lee Road over Canada Creek, Town of Lee

\$26,300	Twenty-six thousand, three hundred dollars
<i>Amount in Writing</i>	<i>Amount in Words</i>

Cost Breakdown

Survey:	\$2,725
Soil Borings:	\$2,400
Design:	\$16,075
Expenses:	\$100
Cont.:	\$5,000

Total: \$26,300

3. Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland

\$26,300	Twenty-six thousand, three hundred dollars
<i>Amount in Writing</i>	<i>Amount in Words</i>

Cost Breakdown

Survey:	\$2,550
Soil Borings:	\$2,400
Design:	\$16,250
Expenses:	\$100
Cont.:	\$5,000

Total: \$26,300



4. The total fee for the design of all three structures if there were awarded to C&S:

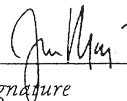
\$59,000	Fifty-nine thousand dollars
<i>Amount in Writing</i>	<i>Amount in Words</i>

Cost Breakdown

BIN 3311060	\$9,800
BIN 3310720	\$24,600
C1-41	\$24,600
Total:	\$59,000

C&S Engineers, Inc.
*Legal Name of Persons,
 Firm, or Corporation*

499 Col. Eileen Collins Blvd.
*Syracuse, New York 13212
 Address*


Signature

Transportation Department Manager
Title

(315) 455-2000
Telephone Number

January 2, 2013
Date

Schedule A

Total construction support effort shall be billed actual effort and actual direct expense. The contingency fee budget is \$5,000 for labor and expense for each structure.

Title	Payroll Cost x Multiplier	Overtime Category	Task	Est. Hours	Est. Cost
Service Group Manager (SGM)	\$176	A	6	1	\$176
Managing Engineer (ME)	\$135	B	6	0	\$-
Senior Project Engineer (SPE)	\$100	B	6	4	\$400
Project Engineer (PE)	\$92	B	6	24	\$2,208
Engineer (Engr)	\$87	B	6	0	\$-
Designer/Technician/Drafter (Tech)	\$60	C	6	16	\$960
Technical Typist (TT)	\$60	C	6	2	\$120
Asbestos Testing		N/A			\$900
Travel Expenses		N/A			\$200
Totals				47	\$4,964

Overtime Policy

- A. Indicates no compensation for overtime.
- B. Indicates compensation at straight time for overtime.
- C. Indicates rate times 1.5 for overtime.

Exhibit E
DETAILED DESCRIPTION OF SERVICES

County: Oneida County Department of Public Works

Consultant: C&S Engineers, Inc.

Survey Subconsultant: Parker Land Surveying

C&S will perform the following basic services after acceptance of our proposal:

Project Understanding

The following structures have been selected to be replaced and rehabilitated by the county:

- Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton
- Replacement of BIN 3310720, Lee Center – W. Lee Road over Canada Creek, Town of Lee
- Replacement of Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland

C&S will provide professional engineering services for the design, preparation of contract documents, and assistance to the county for advertisement and bid award, and consultation during construction necessary for the replacement or rehabilitation of each structure. C&S will use the following references as appropriate for the development of design:

(1) NYSDOT

- (a) HL-93 Live Load Rating for replacement, HS-20 for rehabilitation
- (b) Environmental Action Plan
- (c) Standard Specifications for Construction and Materials
- (d) Highway Design Manual – Volume 1, 2 and 3
- (e) Manual of Uniform Traffic Control Devices
- (f) Policy on Geometrics of Structures
- (g) Standard Specifications for Highway Bridges
- (h) Standard Details for Highway Bridges
- (i) Engineering Instructions/Bulletins

(2) AASHTO

- (a) Standard Specifications for Highway Bridges
- (b) Policy on Geometric Design of Highways and Streets

(3) Any other applicable NYSDOT or AASHTO guideline.

Implementation Phase

C&S will utilize the topographic base mapping obtained by Parker Land Surveying (survey subconsultant) in AutoCAD format for the replacement structures. A survey baseline and benchmarks shall be established that will be reused during construction. Permanent ties shall be established so the control points can be reestablished. The horizontal control can be based on New York State plane. The vertical control can be based on NAVD 88 datum. Mapping will be in English units. It will not be necessary to survey BIN 3311060 due to the scope of rehabilitation work.

C&S will perform a hydrologic/hydraulic analysis at each structure replacement. The general procedure is as follows:

- Calculate peak discharge using USGS regression equations for BIN 3310720 and Structure C1-41.
- Conduct site visits to verify drainage boundaries and examine site conditions.
- Using USGS topography and information gathered during site visits, prepare geometric representation of channels downstream from culverts/bridges. Use this information to estimate tailwater conditions for the design storms.
- Perform hydraulic analysis for proposed openings to select a structure size that will meet design parameters. Where attainable, two feet of freeboard will be provided for the 50-year flood elevation.
- Discuss with the county both the downstream and upstream implications of changing the size of the existing opening.
- Identify any channel cleaning/debris removal necessary as part of the structure replacements.

C&S will hire a subcontractor to perform soil borings at BIN 3310720 and Structure C1-41 to determine subsurface conditions and to assist in foundation design for these structures.

C&S will perform a SEQR review and determine the necessary permits required to complete the project. A description of work will be developed for each structure. In addition, any right-of-way needed (permanent and temporary) for work will be identified. Any required ROW mapping will be included under a separate agreement between C&S and the county. The county will secure any agreements for easements and/or right of way acquisitions.

C&S will summarize the results of our preliminary studies in a brief letter report and make recommendations for the extent of the total project work, meeting with the County if necessary. C&S will include projected schedules and costs for each proposed alternative. The county will review the report, select their preferred project options, and direct C&S to proceed with development of design and contract documents for their chosen alternative.

Design and Contract Documents

C&S will verify the county's choice of alternative prior to commencement of final design and prepare a preliminary plan set and estimate for review by the county. Upon receipt of county comments, C&S will incorporate those plan review comments into a draft final plan. At this time, C&S will prepare draft contract documents and estimates for review and approval by the county and applicable NYS permitting agencies. Comments from this review will be incorporated into a bid document set. All information generated during design development will be provided to the county in an appropriate electronic format (i.e. original AutoCAD base mapping, input/output files for design software, and PDF for all else).

The bid documents will consist of the final design drawings, stamped and signed by a professional engineer registered in the State of New York, and a proposal book/project specifications. The original documents will be delivered to the county within 10 days of the final

review of the draft bid documents, along with two compact disks that contain PDF versions of the entire bid document set. The county will reproduce and distribute all plan sets.

All efforts will be made to combine standard details and drawings for structures that can be bid in groups.

C&S will assist the county with preparing bid proposal documents. Project limits, bridge geometry, substructure type, superstructure and scope of rehabilitation will be determined under Task 1 – Implementation Phase. Design of these elements would be completed under Task 2.

Construction Phase

C&S will perform the following limited services for the project:

1. Review and process shop drawing submittal for various items.
2. Provide site visits at critical/key stages of the work.
3. Provide consultation services to the county.
4. Provide asbestos screening/testing if necessary.

As-Built Record Plans

1. Revise original drawings to accurately depict "as-built" condition of the projects and deliver on 4-mil double matte polyester film and on compact disk in AutoCAD format.

Estimating and Design Assumptions

1. The county will provide all available existing data (record plans, utilities, etc.)
2. The county will provide front-end boilerplate for bid proposal book.
3. The county will provide all available right-of-way information, including adjacent landowners.
4. All project mapping and design elements shall be in English units.
5. All field surveys to be completed without snow cover.
6. All projects will be completed with full road closures (off-site detours).
7. Existing horizontal and vertical geometry adjacent to each structure is assumed to be sufficient for the current posted speed.
8. Non-standard roadway features will remain at some sites due to the remainder of the roadway having non-standard features.
9. Proposed roadway widths will be based on existing approach highway sections.
10. BIN 3311020 and Structure C1-41 will be replaced with a precast concrete structure with precast wingwalls.
11. For BIN 3311060, visual inspection of the bridge will be performed. The steel open grate deck, backwall, bearings and approach guide rail will be inspected. Rehabilitation of the structure will include replacing the existing steel grate decking with a similar type of steel open grate deck, rehabilitation or replacement of existing bearings and replacement of the

approach guide railing at all four corners of the bridge. Approach roadway work will be limited to what is necessary to accomplish the rehabilitation. Existing horizontal and vertical geometry adjacent to structure is assumed to be sufficient for current posted speed. No adjustments to existing horizontal or vertical alignment will be made. Transition to existing grades will be accomplished within the limits of work.

12. The county will coordinate all utility relocations and conduct all negotiations with utility owners.
13. Overhead utilities are in the vicinity of BIN 3311060 and appear to not be conflict with the intended bridge rehabilitation activities.
14. Overhead utilities are in the vicinity of BIN 3311020 that may require temporary/permanent relocation.
15. Overhead and underground utilities are in the vicinity of Structure C1-41. There is a gas main attached to the north side of the bridge that may require relocation, protection and/or temporary support during construction.
16. Soil borings shall be taken for the purpose of determining the bearing capacity of in-situ soils and depth to bedrock. A subcontractor hired by C&S will perform the borings. The county will provide work zone traffic control for the boring operations. Additional assumptions include:
 - Two soil borings at BIN 3310720 and Structure C1-41 will be taken to 30 feet with standard sampling and one rock core (5-foot run) at each boring location. Soil testing is not included.
 - Costs for soil borings are estimates only; actual field conditions may require additional boring depths and soil testing. If adverse soil conditions are encountered, additional costs may be incurred.
17. No threatened and endangered and species will be discovered within the project areas.
18. Projects will be considered TYPE II under SEQR.
19. A hazardous material screening is not required.
20. Projects will have no effect to adjacent wetlands, no wetland delineation or mitigation. If wetland survey and mapping is required, it will be handled by a supplemental agreement.
21. Stream work will be limited to stone fill on stream banks for all replacement structures.
22. Asbestos sampling and testing to be included in Task 6 using contingency funds, see Schedule A.
23. Only a cultural resource screening will be necessary at each site. If additional investigation is required by SHPO it will be handled by a supplemental agreement.
24. Downstream channel conditions can be accurately estimated based on survey, USGS topography, and site visits.
25. C&S will not be responsible for addressing any existing erosion problems located at a distance greater than 100 feet from each structure.
26. C&S will be made aware of any current issues at the existing structures, including but not limited to flooding, erosion, structural failure, litigation, etc.
27. SWPPP/NOI will not be required (disturbance less than one acre).
28. No stream realignment will be required for any structure.
29. It is assumed that a joint application for permit from DEC and USACE will be sufficient for permitting at each site.

30. Assume no load rating of the existing structure is required for BIN 3311060.

31. Submittals will consist of:

- Preliminary letter report outlining recommended work for each structure.
- Pre-final plans (all drawings, estimates, and project manual) for the purpose of county comments.
- Final plans (all drawings, estimates, and project manual) for the purpose of county letting.

Exhibit F

CONSULTANT RECYCLING
AND
SOLID WASTE MANAGEMENT FORM
FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling (111)(1 solid waste management provision in Oneida County con trace All waste and recyclables generated by the con trading party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Consultant 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 Consultant 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 Consultant and any sub-consultants. Upon awarding of this contract, and before services commences, the Consultant 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 Consultant and any sub-consultants in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

STATEMENT

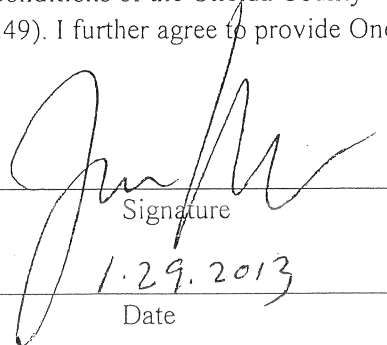
"I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

James Morrissey, P.E.

Printed Name of Signee

Transportation Service Group Manager

Title


Signature

1.29.2013

Date



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

01/22/2013

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

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

PRODUCER Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble	Phone: 585-385-0428 Fax: 585-662-5755	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: C&SCO-1	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED C&S Engineers, Inc. 499 Col. Eileen Collins Blvd Syracuse, NY 13212-3930	INSURER A : XL Specialty Insurance Co.		37885
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	A/E E&O and Pollution Liab.			DPR9706014 RETRO DATE 01/01/1968	01/01/2013	01/01/2014	PER CLAIM 5,000,000 AGGREGATE 6,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional liability aggregate limit is the total insurance available for all covered claims presented within the policy period. Project: Rehab BIN #3311060 Fox Road over Nine Mile Creek, Replace BIN #3310720 West Lee Road over Canada Creek and Structure C1-41 Dix Road over Wheeler Creek.

CERTIFICATE HOLDER

CANCELLATION

ONEID-2 Oneida County 800 Park Avenue Utica, NY 13501-2976	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>MaryBeth Rumble</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2013

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

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

PRODUCER Brown & Brown - Empire State 500 Plum Street, Ste. 200 Syracuse NY 13204	CONTACT NAME: Sherilyn Cook	FAX (A/C, No): 315-703-9273	
	PHONE (A/C, No, Ext): 315-474-3374 X360	E-MAIL ADDRESS: scook@bbempirestate.com	
INSURED C&S Engineers, Inc.; C&S Architects, Engineers & Landscape Architect, PLLC 499 Colonel Eileen Collins Blvd Syracuse NY 13212	CSENG-1	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Fire Insurance Co.	19682
		INSURER B: Hartford Casualty Ins Co	29424
		INSURER C:	
		INSURER D:	
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1746818175 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	01UUNKP0625	7/1/2012	7/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	01UUNKP0625	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	01XHUJX8821	7/1/2012	7/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		Y	01WEDQ7378	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Rehabilitation of BIN 3311060, Fox Road over Nine Mile Creek, Town of Trenton; Replacement of BIN 3310720, West Lee Road over Canada Creek, Town of Lee and Structure C1-41, Dix Road over Wheeler Creek, Town of Westmoreland.
JRF-TRANS
See Attached...

CERTIFICATE HOLDER Oneida County 800 Park Avenue Utica NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>James E. Brown</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown - Empire State		NAMED INSURED C&S Engineers, Inc.; C&S Architects, Engineers & Landscape Architect, PLLC 499 Colonel Eileen Collins Blvd Syracuse NY 13212	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GENERAL LIABILITY:

Additional Insured, including completed operations, on a Primary and Non-Contributory basis and Waiver of Subrogation (only if agreed to in a written contract with the Named Insured) applies per attached "Commercial General Liability Coverage Form" HG 00 01 06 05.

AUTOMOBILE:

Additional Insured and Waiver of Subrogation (only if agreed to in a written contract with the Named Insured) applies per attached "Additional Insured and Rights of Recovery Against Others" form HA 99 17.

WORKERS' COMPENSATION:

Waiver of Subrogation (only if agreed to in a written contract with the Named Insured) applies under the Workers' Compensation policy per attached form WC 00 03 13.

UMBRELLA:

Coverage follows form.

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT
NEW YORK**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any legally incorporated subsidiary that is newly acquired or formed by you, after the effective date of the Coverage Form, and over which you maintain majority ownership, for a period of 180 days, unless you have given us notice of the acquisition or formation. However, the Named Insured does not include any newly formed or acquired organization that is an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance.
Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and

00603

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(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

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3. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The amount we will pay for any partial "loss" to any hired "auto" is the cost of repairing or replacing the damaged property minus a deductible.

The amount we will pay for any one total "loss" to any hired "auto" is the smaller of the retail value for a substantially similar vehicle, a quotation for a substantially similar vehicle obtained by us from a qualified dealer, or the purchase price, plus the cost of substantiated improvements. However, the most we will pay in the event of a total "loss" to any hired "auto" is \$100,000 (Not applicable to settlements subject to New York State law.) A deductible applies for each covered hired "auto".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$40 per day and a maximum limit of \$1200.

5. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

6. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Electronic equipment that is necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- c. Electronic equipment that is an integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- d. Any other electronic equipment that receives or transmits audio, visual or data signals if such equipment:
 - (1) is permanently installed in a covered "auto" at the time of the "loss"; and
 - (2) is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; and
 - (3) was initially installed or is a replacement of equipment that was initially installed by the auto manufacturer or dealer before the covered "auto" was delivered to the original purchaser; and
 - (4) the value of the equipment was included in the retail cost the original purchaser paid for the covered "auto".

7. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

8. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

9. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

12. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

13. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

14. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

15. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

16. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

00184

Policy Number:

Endorsement Number:

Named Insured and Address: C. & S ENGINEERS, INC.

499 COLONEL EILEEN COLLINS BLVD
SYRACUSE, NY 13212

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER OF SUBROGATION
AS REQUIRED BY WRITTEN
CONTRACT:

BLANKET WAIVER OF SUBROGATION
AS REQUIRED BY WRITTEN
CONTRACT.

*2100001DF06600101



Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

02643

Policy Number:

Named Insured and Address: C & S ENGINEERS, INC.

570 DELAWARE AVE
BUFFALO, NY 14202

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

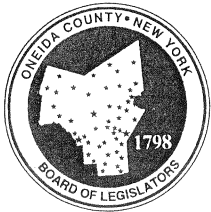
If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

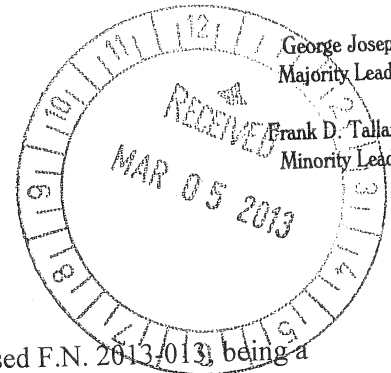
Mikale Billard
Clerk
(315) 798-5404

February 28, 2013

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

FN 20 13 - 099

**PUBLIC WORKS
WAYS & MEANS**



George Joseph
Majority Leader
Frank D. Tallarino
Minority Leader

Dear Chairman Fiorini,

As you know, on February 13th the Oneida County Board of Legislators passed F.N. 2013-013, being a local law prohibiting the use of brine on county owned roads. The Legislature determined that brine from gas extraction wells may contain toxic substances, including but not limited to heavy metals and radioactive elements, all of which pose and create serious health and safety risks for the public. Brine leakage at well sites and brine spills during transportation have also been shown to pose considerable risk.

As you are also aware, many towns, villages and cities in New York State have already instituted certain moratoriums and/or bans on high volume hydraulic fracturing (HVHF) or hydrofracking. In fact, your good City of Rome, along with the Towns of New Hartford, Paris, Marshall and Augusta have already enacted bans in Oneida County. In addition, eighteen other Oneida County towns have enacted moratoriums; and, many of these same towns are working on an outright ban right now.

Significant last year were the statements that were made and given to the DEC Regulators by the highly regarded, impartial and authoritative professionals on drilling issues, namely the U.S. Geological Survey, who took an unusual position to warn Governor Cuomo that allowing HVHF to go forward in New York could endanger private water wells, municipal aquifers and public drinking water supplies. (Please see the attached article, 'Federal Scientists Warn NY of Fracking Risks').

Also, the federal EPA separately warned the NY State Regulators last year that the DEC is ill-equipped to regulate a boom in shale gas drilling and that it has limited financial means to enforce the numerous new regulations that they have proposed. The EPA raised many concerns, among them, "...that the State has understated the severity of radioactive pollution associated with drilling and doesn't know how such contaminants would be disposed of".

On October 6, 2011 DEC Commissioner Joe Martens testified to an Assembly Committee that, "Surface spills are inevitable. All we can do - is to try to mitigate it." He also said with respect to well construction, "Gas migration into water wells is a problem." He went on to say that it is a problem that neither he, nor his agency can fix, adding, "...it can only be mitigated".

On Monday, February 5, 2013, DEC Commissioner Joe Martens testified to NY State Senator Terry Gipson, (during a joint Senate and Assembly hearing), that the proposed regulatory framework to be used for HVHF is based on "anecdotal evidence" which is tantamount to no more than a storyline; anecdotal

evidence is essentially the opposite of true scientific rigor with baseline data. Indeed, New York's Department of Health review, according to medical professionals, has not included any independent Health Impact Assessment that is site specific for New York. [Perhaps this is why the Syracuse and New York City watersheds have been exempted from the process!]

No doubt, HVHF is risky business; and, the stakes for Oneida County residents are enormous, as property values in Pennsylvania have gone to virtually zero once the existing well water has been found to be compromised. Other negative impacts include well casing failures, direct contamination of wells with methane from deep-level fracture zones, hazardous air pollutants from venting flare operations, chemical spills, disposal of radioactive waste water, silica dust, methane emissions, earthquake risks and increased vehicular accidents to name a few. (Negative impacts on human health are documented by the hundreds, and growing, as evidenced by Googling '*List of the harmed*'.)

Ironically on the very day, earlier this month, when DOH Commissioner Shah said that he needed more time to evaluate the impacts of HVHF on public health, DEC Commissioner Martens issued a statement that the issuance of permits may not be delayed by virtue of a lack of codified regulations. It appears that the DEC Commissioner is still inclined to stick with the idea of arbitrary deadlines and push for a 'rush to drill' even though the requisite called for studies by the DOH are still in their early progress stages and none of these state conducted health studies have been put before the public eye.

With the above in mind, please be advised that Legislator Chad Davis and I are wanting to sponsor a resolution whereby the Oneida County Board of Legislators would declare it a policy of Oneida County to not allow HVHF on County owned property until such time as the potential long-term and short-term negative impacts of this crude technology have been properly identified and addressed, including the associated negative health impacts that have been made the part of a state DEC study, investigation and review, but which reports (to date) have remained secret.

In short, too many unanswered questions remain and the process appears to impose too many risks, at the same time, far too little real hard science has been conducted to date to chase down the truth and reality of the potential negative impacts – many of which are irreversible.

In August 2011, New York State Republican Senator Greg Ball urged Governor Cuomo and the legislature to act on a number of proposals to safeguard the public from certain negative impacts and the fallout of HVHF. A year and a half after his comprehensive fracking bill was proposed, nothing has happened to protect or advance the rights of property owners who will be within the cross-hairs of this unpredictable technology. (See copy attached.)

We, as Legislators, have a responsibility to the residents of Oneida County to ensure that their health and safety will, in fact, be looked after and maintained – under the best of science and for the best of health. Unfortunately, it appears quite clear that the proposed regulatory framework for HVHF is not there yet.

Presently, the proposed regulatory framework appears to be mere guess work and speculation. For these reasons, and others too lengthy to list, we are looking to have the proposed legislation in place as an

added safeguard for good and adequate protection for all of our citizenry here in Oneida County at this time.

With the above said and stated as a brief background, please find attached certain proposed legislation that we would like to have you move forward to the Board. We kindly ask that the same be forwarded at your earliest convenience to the appropriate committee, with the idea that this Resolution be forwarded to Ways & Means Committee for consideration at its April 10, 2013 meeting.

Thank you for your kind attention to this very important matter and for your inclined commitment to protect the public health of the people of Oneida County at this time and juncture.

Respectfully submitted,

s/ Emil Paparella

Emil Paparella (R-24)
Co-Sponsor

s/ Chad Davis

Chad Davis (D-18)
Co-Sponsor

s/ Edward P. Welsh

Edward P. Welsh (R-21)

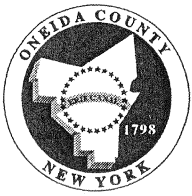
s/ Philip M. Sacco

Philip M. Sacco (D-9)

s/ William B. Goodman

William B. Goodman (D-13)

ENCLOSURES.



**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

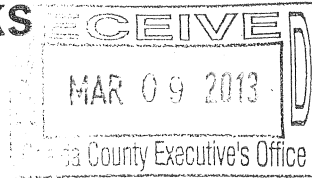
Steven P. Devan, P.E.
Commissioner

March 8, 2013

FN 20 13 - 100

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

**PUBLIC WORKS
WAYS & MEANS**



Re: Resolution amending resolution passed on January 9, 2013
Capital Project HG479 – North Utica Parallel Interceptor

Dear County Executive Picente:

In a resolution passed by the Oneida County Board of Legislators on January 9, 2013, the projected typical property cost for the North Utica Parallel Interceptor Project was listed as \$6.70 per year. This would have meant that the Office of the State Comptroller would have to have approved this project. The threshold for State Comptroller approval is \$5.00 per year.

After reviewing the definition of “typical property”, bond counsel has recalculated the typical property cost for the project and has indicated that in now falls below the threshold. Consequently, it does not require Office of the State Comptroller approval. The new value is \$4.03.

Attached is a resolution proposed by bond counsel amending the resolution of January 9, 2013 to reflect the new typical property cost. The resolution also recognizes that the Office of the State Comptroller does not need to approve the project.

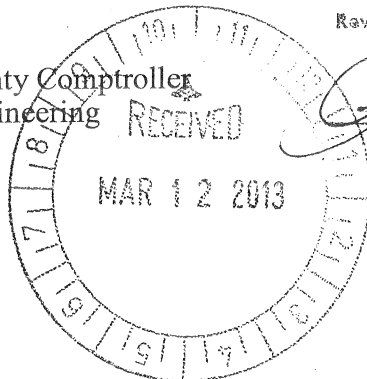
I respectfully request that the Board consider this legislation at their April board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner

Cc: Joseph J. Timpano, Oneida County Comptroller
Karl E. Schrantz, Shumaker Engineering

Attachments: Proposed resolution



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

Date 3-12-13



ORRICK

March 6, 2013

ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142

tel 212-506-5000
fax 212-506-5151

WWW.ORRICK.COM

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

VIA E-MAIL (jtimpano@ocgov.net)

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

Re: County of Oneida, New York
Sewer District – North Utica Interceptor Sewer Project
Orrick File: 42439-2-40

Dear Joe:

After reviewing the prior County resolution and the definition of “typical property”, I realize it will be necessary to amend the County’s prior resolution to reflect the new typical property cost and, as a result, the fact that State Comptroller consent is no longer required.

I calculated the new cost based upon a one year bond anticipation note at 1% with a principal payment of \$120,000 in 2014.

As such, enclosed please find the form of amendatory resolution for the above matter.

In due course, please furnish us with a certified copy of the enclosed resolution.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
TEM/es

cc: Steve Devan (sdevan@ocgov.net)
John C. Shehadi (jshehadi@fiscaladvisors.com)

RESOLUTION DATED MARCH __, 2013.

A RESOLUTION AMENDING A RESOLUTION ADOPTED ON JANUARY 9, 2013 RELATING TO THE NORTH UTICA INTERCEPTOR SEWER PROJECT.

WHEREAS, on January 9, 2013 the County legislature of the County of Oneida approved, pursuant to Section 268 of the County Law, an increase and improvement of the facilities of the Oneida County Sewer District consisting of the North Utica Interceptor sewer improvements at a maximum estimated cost of \$11,630,000; and

WHEREAS, such resolution indicated that the estimated cost of such project to the typical property in the District was \$6.70 and that the expenditures for such purpose requires the consent of the State Comptroller; and

WHEREAS, after further discussions with the County's financial advisor and bond counsel it is now the plan to initially finance such improvements by the issuance of bond anticipation notes such that the amount of debt service payable in the first year in which both principal and interest is payable reduces the cost to the typical property to \$4.03 which amount is below the threshold requiring State Comptroller consent; NOW, THEREFORE,

BE IT RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. The resolution referred to in the preambles hereof is hereby amended to reflect the reduced estimated cost to the typical property from \$6.70 to \$4.03 and to delete Section 2 of such resolution so as to remove the requirement for State Comptroller consent for expenditures and contracts let for such project.

Section 2. This resolution takes effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.

* * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "County"), DO HEREBY CERTIFY:

- 1) That a meeting of the County Legislature was duly called, held and conducted on the ____ day of March, 2013.
- 2) That such meeting was a **special** **regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the County which was duly adopted at such meeting by the County Legislature.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said County Legislature.
- 5) That all members of the County Legislature had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

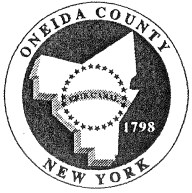
PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this ____ day of March, 2013.

Clerk of the County Legislature

(CORPORATE SEAL)



**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

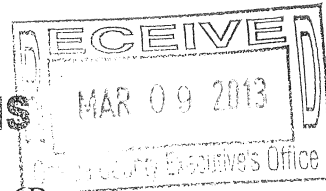
March 8, 2013

FN 20 13-101

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

PUBLIC WORKS

WAYS & MEANS



Re: Resolution approving application to the State Comptroller
Capital Project HG482 - Consent Order Plant Upgrades Phase 6B

Dear County Executive Picente:

As part of the bonding requirements for sewer district improvements, any project that exceeds the average annual estimated cost threshold published by the Office of the State Comptroller must receive the approval of that office. This 2013 threshold for a typical property is \$5.00 per year.

The projected typical property cost for the Consent Order Plant Upgrades Phase 6B is \$38.00 per year. Consequently, the Office of the State Comptroller must approve this project and the filing of the application for this approval must be authorized by the Oneida County Board of Legislators.

Attached is a resolution prepared by bond counsel approving the application to the Office of the State Comptroller. The draft application is also attached.

I respectfully request that the Board consider this legislation at their April board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

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

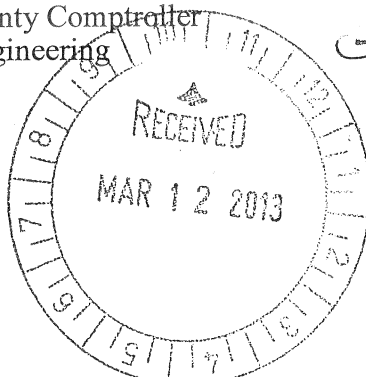
Steven P. Devan, P.E.
Commissioner

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

Cc: Joseph J. Timpano, Oneida County Comptroller
Karl E. Schrantz, Shumaker Engineering

Date 3/12/13

Attachments: Proposed resolution
Proposed Application





ORRICK

ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142

tel 212-506-5000
fax 212-506-5151

WWW.ORRICK.COM

March 6, 2013

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

VIA E-MAIL (jtimpano@ocgov.net)

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

Re: County of Oneida, New York
Sewer District – Water Pollution Control Plant
Orrick File: 42439-2-41

Dear Joe:

Enclosed please find the form of resolution approving the application to the State Comptroller, as well as a draft of the application.

To complete our file please furnish us with two certified copies of the enclosed resolution as well as two executed copies of the application. We have the attachments which will be added to the applications when we submit same to the State Comptroller.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
TEM/es

cc: Steve Devan (sdevan@ocgov.net)
John C. Shehadi (jshehadi@fiscaladvisors.com)

RESOLUTION DATED MARCH __, 2013.

A RESOLUTION APPROVING AN APPLICATION TO THE STATE
COMPTROLLER'S OFFICE IN CONNECTION WITH PROPOSED
EXPENDITURES FOR THE COUNTY SEWER DISTRICT

WHEREAS, after all proceedings were duly had and taken the County Legislature of the County of Oneida has duly approved the increase and improvement of the County Sewer District and the upgrades and improvements to the solids handling and incineration facilities at the Water Pollution Control Plant, subject to State Comptroller's approval as to the expenditures therefore;
NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. The application to the State Comptroller's office attached hereto as Exhibit A has been prepared at the direction of the County Legislature and the County Legislature believes the contents of such application to be accurate.

Section 2. The County Legislature has determined that the improvements for the District are in the public interest and will not constitute an undue burden on the property which will bear the cost thereof and that all real property to be so assessed will be benefited by the proposed improvements and no benefited property has been excluded from the boundaries of the District.

Section 3. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
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_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.

* * *

**AN APPLICATION OF THE COUNTY OF ONEIDA
FOR CONSENT BY THE STATE COMPTROLLER
TO EXPENDITURES FOR THE ONEIDA COUNTY SEWER DISTRICT
PURSUANT TO SECTION 268
OF THE COUNTY LAW**

TO THE COMPTROLLER OF THE STATE OF NEW YORK

State Department of Audit and Control
110 State Street
14th Floor
Albany, New York 12236

Sir:

The petition of the County Legislature of the County of Oneida, State of New York for consent to expenditures for the County's Sewer District, pursuant to Section 268 of the County Law, respectfully shows:

- (a) Documents and information required to be included by the provisions of County Law pursuant to which this Application is being made:
 - Map, Plan and Estimate of Cost (Attachment #1).
 - Notice of Hearing (Attachment #2).
 - Public Interest/Determinations Resolution Approving the Application (Attachment #3).

- (b) The proposed expenditures relate to upgrades and improvements to the solids handling and incineration facilities at the Water Pollution Control Plant as more fully set forth in the map, plan and estimate of cost (see Attachment #1).

All work has been designed by a currently licensed New York State Professional Engineer.

- (c) The maximum cost of the proposed improvements is \$35,000,000 further broken out in the map, plan and estimate of cost.

- (d) In considering its determination that the proposed improvements are in the public interest, the County Legislature considered the content of the map, plan and estimate of cost to conclude that the proposed improvements are necessary and all property upon which the user charges are to be imposed will be benefited by the improvements and no benefited property has been excluded.

- (e) The proposed method of financing the cost of the improvements shall be through the issuance of County obligations payable over 30 years at an anticipated interest rate of 3.50%, such rate subsidized by EFC by 50%. (See Exhibit C.)

This proposed financing is deemed reasonable under current market conditions.

- (f) There is no increased operating and maintenance cost to the District as a result of the proposed improvements. IMPROVEMENTS SHOULD REDUCE O&M COST DUE TO INCREASED EFFICIENCY.
- (g) Debt Service for the proposed serial bonds shall be raised through user charges imposed and collected from the several lots and parcels within the District.
- (h) The aggregate assessed valuation of the taxable property within the District as shown on the latest completed assessment rolls is \$3,790,428,599.
- (i) This application for consent to the expenditures for the improvements is not being made under Section 54 or 209-q of Town Law.
- (j) There is no allocation of costs of the proposed improvements in Zones of Assessment in the District.
- (k) The average full valuation of the taxable real property of the County, computed pursuant to the first paragraph of subdivision seven-a of section 2.00 of the Local Finance Law is \$10,187,920,586.
- (l) The County has completed a debt statement and is attached as Exhibit A.
- (m) The current tax rates applicable to the taxable real property which will bear the cost of the proposed improvements are attached as Exhibit B.
- (n) The assessed valuation of a "typical property" in the District is \$69,770.
- (o) It is estimated that the typical property owner in the District will be required to pay the total shown below in the first year following approval of the Application (calculated as set forth below):

<u>Current 2013 Single Family</u>	<u>2014 (proposed improvements only) single family</u>
Debt Service: \$ 38.16	\$38.00
O&M: <u>232.56</u>	
Total: \$ 270.72	

Current 2013 Two Family

2014 (proposed improvements only) two family

Debt Service:	\$	56.24	\$56.00
O&M:		<u>343.72</u>	
Total	\$	398.96	

- (p) The maximum amount any real property owner (describe) will be required to pay in the first year following approval of this Application, if granted (calculated as set forth below), is as follows:

Current 2013

2014 (proposed improvements only)

Debt Service:	\$	33,168.35	\$33,000
O&M:		<u>202,134.98</u>	
Total:	\$	235,303.33	

- (q) The area which will bear the cost of the *proposed* District improvements contains “state lands”, however, they are all wholly exempt from County sewer district capital costs.
- (r) No part of the area which will bear the cost of the *proposed* District improvements is wholly or partially within an existing or proposed agricultural.
- (s) The population of the District is 120,734. The number of one family homes in the District is approximately 26,962. The number of two family homes in the District is approximately 5,353. The various improvements contemplated are not predicated on any future development plans but should accommodate general growth throughout the District.
- (t) It is not contemplated at this time that sewer service will be sold to users outside the District.
- (u) The County has entered into a consent order with the State Department of Environmental Conservation #R620060823-67 dated 12/12/2011 relating to the improvements proposed (Exhibit D).
- (v) The County has conducted a number of formal and informal meetings and discussions with the interested parties concerning the improvements proposed.
- (w) The County has not received any written objections from any of the owners of the real property that will bear the cost of the improvements.

APPENDIX

LIST OF ATTACHMENTS

- #1. Map, Plan and Estimate of Cost
- #2. Notice of Hearing
- #3. Public Interest/Determinations Resolution Approving the Application
(Certified Copy)
- #4. Counsel Opinion
- Exhibit A** Debt Statement
- Exhibit B** Tax Rates
- Exhibit C** Financial Advisor Letter
- Exhibit D** Consent Order

VERIFICATION

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

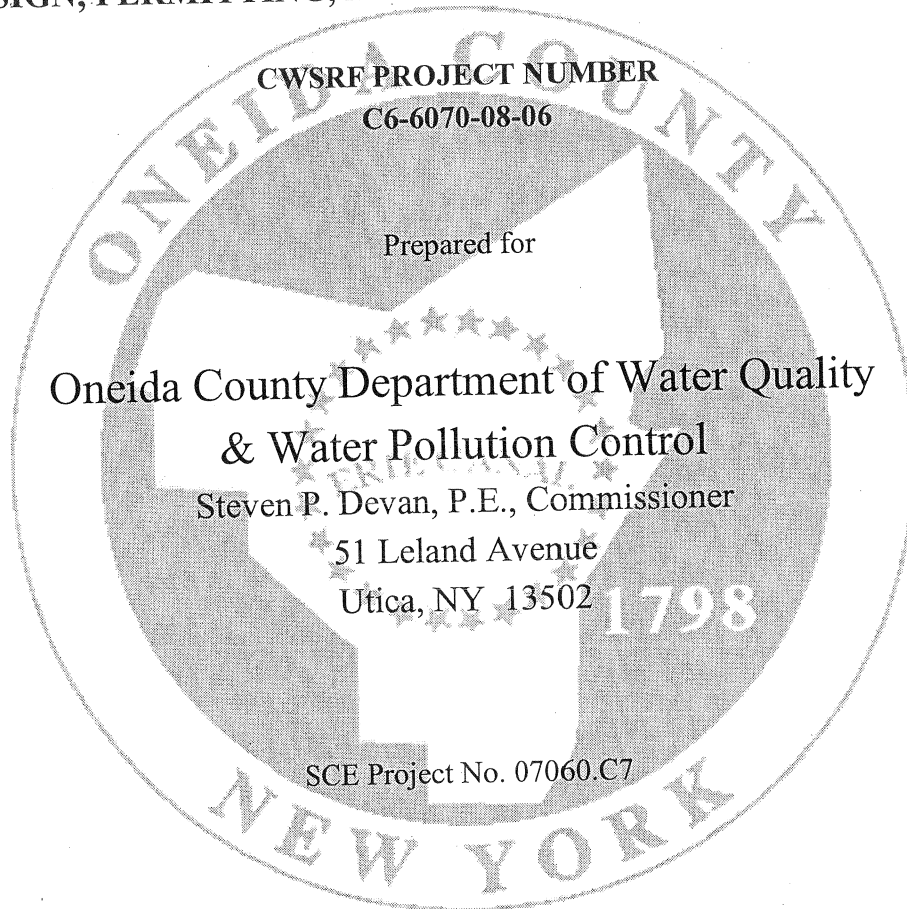
I, ANTHONY J. PICENTE, JR., being duly sworn, deposes and says that he is the County Executive of the County of Oneida, New York, the municipality corporation named in the within entitled action; that he has read the foregoing application and knows the content thereof; and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

County of Oneida

Sworn to before me this ____ day of
March, 2013.

**PRELIMINARY ENGINEERING REPORT
IN SUPPORT OF PROJECT FINANCING**

**SANITARY SEWER OVERFLOW MITIGATION PROGRAM
PHASE 6B – WATER POLLUTION CONTROL PLANT UPGRADES –
DESIGN, PERMITTING, AND SOLIDS HANDLING UPGRADES**



CWSRF PROJECT NUMBER

C6-6070-08-06

Prepared for

**Oneida County Department of Water Quality
& Water Pollution Control**

Steven P. Devan, P.E., Commissioner

51 Leland Avenue

Utica, NY 13502

SCE Project No. 07060.C7

December 2012

Prepared by



Utica, NY



Cazenovia, NY



Liverpool, NY

PRELIMINARY ENGINEERING REPORT
IN SUPPORT OF PROJECT FINANCING

SANITARY SEWER OVERFLOW MITIGATION PROGRAM
PHASE 6B – WATER POLLUTION CONTROL PLANT UPGRADES

CWSRF PROJECT NO. C6-6070-08-06

Prepared for

Oneida County Department of Water Quality
& Water Pollution Control

SCE Project No. 07060.C7

December 2012

Prepared by

SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.
430 COURT STREET
UTICA, NY 13502

GHD CONSULTING ENGINEERS
1 REMINGTON PARK DRIVE
CAZENOVIA, NY 13035

Warning: It is a violation of the NYS Education Law Article 145 for any Person, unless he is acting under the direction of a licensed Professional Engineer, to alter this item in any way.

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TABLES

Table No.

1-1	ONEIDA COUNTY SEWER DISTRICT
2-1	PRELIMINARY PROJECT PHASING

FIGURES

Figure No.

1.1	LOCATION PLAN
3.1	SITE PLAN – WPCP EXPANSION

1.0 INTRODUCTION

1.1 HISTORICAL BACKGROUND

The Oneida County Sewer District (District) was formed in 1965 through an act by the former Oneida County Board of Supervisors. It is administered through the Oneida County Department of Water Quality and Water Pollution Control (WQ&WPC) which is responsible for the operation and management of the District's facilities and personnel. District facilities include 45 miles of interceptor sewers, the Sauquoit Creek and the Barnes Avenue Pumping Station, and the Water Pollution Control Plant (WPCP). The District services 15 municipalities including the City of Utica. The District services 15 municipalities. Refer to Table 1-1.

Village of Clayville	Village of Holland Patent	Town of Paris	Town of Frankfort
Village of New Hartford	Village of Whitesboro	Town of Marcy	Town of Whitestown
Village of New York Mills	Village of Yorkville	Town of Deerfield	City of Utica
Village of Oriskany	Town of New Hartford	Town of Schuyler	Oneida County Business Park

1.2 CONSENT ORDER

The New York State Department of Environmental Conservation (NYSDEC) and County entered into a Consent Order No. R620060823-67 due to sanitary sewer overflows (SSO) at the Sauquoit Creek Pumping Station.

The major capital project elements necessary to satisfy the requirements of the Consent Order include the following:

- Sanitary sewer rehabilitation
 - o Manhole rehabilitation
 - o Mainline sanitary sewer piping rehabilitation
- Upgrades to the Sauquoit Creek Pumping Station and forcemain
- Upgrades to the Water Pollution Control Plant

Additionally, several programmatic elements including CMOM and private property inflow/infiltration reduction programs are also required by the Consent Order.

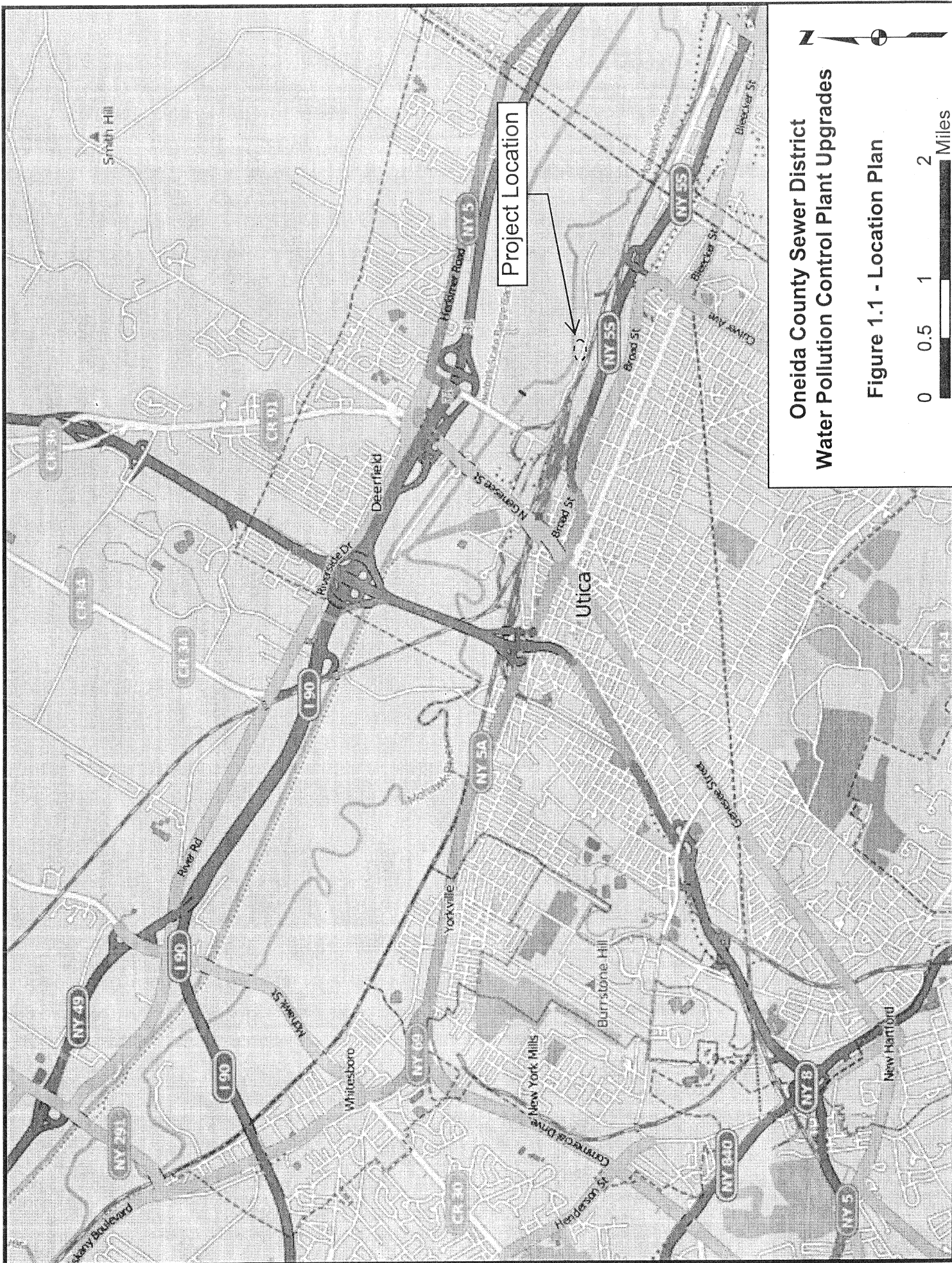
1.3 REPORT PURPOSE

The County is seeking \$35 million in CWSRF financing for the design and permitting of the proposed upgrades to the Water Pollution Control Plant (WPCP). Refer to Figure 1.1, Location Plan. Additionally, this financing will be used to fund initial construction, including upgrades and improvements to the solids handling and incineration facilities at the WPCP. Preparation of this report will support the County's Clean Water State Revolving Fund application (CWSRF No. C6-6070-08-06) associated with this design and construction project.

The goal of this project is advance the engineering design, secure the necessary regulatory approvals, and to develop construction documents (plans and specifications) relative to the expansion of the WPCP. It is anticipated that due to the anticipated magnitude of these upgrades that that construction will be phased over the life of the consent order and that each phase of construction will be financed through a separate CWSRF application.

The County previously received CWSRF financing from the New York State Environmental Facilities Corporation (NYSEFC) in 2011 for CWSRF No. C6-6070-08-00 in the amount of \$25.8 million. These funds are currently being used to complete various engineering evaluations along with the design and construction of initial sanitary sewer rehabilitation projects in support of Consent Order compliance. Additionally, the County currently has a CWSRF application

pending for \$3 million in financing to cover the design and permitting costs of upgrades to the Sauquoit Creek Pumping Station and force main (CWSRF No. C6-6070-08-02), also in support of Consent Order compliance.



Oneida County Sewer District
Water Pollution Control Plant Upgrades

Figure 1.1 - Location Plan



2.0 PROPOSED CAPITAL PROJECT PROGRAMS IN SUPPORT OF SSO MITIGATION

As a result of the completed engineering investigation/evaluation work, it has been determined that a significant multi-year and multi-phase capital program of sewer system improvements will be necessary in order to resolve the sanitary sewer overflow problem as required by the consent order. In conjunction with an ongoing evaluation of the wastewater treatment and conveyance systems, extensive rehabilitation and upgrade programs to the District and member municipality sewer systems are expected. A summary of the anticipated work is as follows:

Sanitary Sewer Collection System Rehabilitation: The cause of the SSOs from the SCPS is excess infiltration and inflow (I/I) entering the sanitary sewer collection system through a variety of defects including, but not limited to, direct surface water inflow, leaking pipe joints, broken pipe, deteriorated and defective manholes, defective private property sewer laterals, and private property sump pump and roof leader connections to the sanitary sewers. The District and municipal sanitary sewer collection and conveyance systems will require rehabilitation in order to improve structural integrity and to remove the maximum amount of I/I in the most cost-effective manner. Work will include manhole rehabilitation, sanitary sewer rehabilitation (cured-in-place liners, grouting, slip lining, etc.), removal of sump pumps and other possible private I/I sources, sanitary sewer replacement/reconstruction, and stormwater sewer system construction and rehabilitation projects designed to remove stormwater from the sanitary sewer system. Financing obtained through CWSRF No. C6-6070-08-00 is currently being used to fund various rehabilitation construction contracts in the District and municipal sanitary sewer collection systems. The County intends to issue additional sewer rehabilitation construction contracts, funded by the current financing, through 2014. Additional financing will be required at that time in order to further fund rehabilitation projects.

Sauquoit Creek Pumping Station and Forcemain Upgrades: Coupled with the Sanitary Sewer System Improvements, the capacity of the SCPS will need to be upgraded to convey the non-

cost-effective I/I to the District's WPCP for treatment. Non-cost-effective I/I is that portion of the excess flow to the SCPS that is more economical to pump and treat at the WPCP, in lieu of removing the I/I from the sanitary sewer collection system.

Upgrades will include modifications to the SCPS (screens, electrical, etc...) and a second forcemain from the SCPS to WPCP. Increasing the capacity of the SCPS will be coordinated with capacity upgrades at the WPCP. The County has applied for initial financing to fund the design and permitting of these upgrades (CWSRF No. C6-6070-08-02).

Water Pollution Control Plant Upgrades: The County is completed a detailed engineering evaluation of the WPCP with the goal of defining the most reasonable and cost effective alternative for increasing peak wet weather capacity. It is anticipated that the major capital construction at the WPCP will begin in 2014.

2.1 PROJECT PHASING

The overall Consent Order compliance program is large in scope and magnitude. Phasing is required in order to implement the work in a reasonable and cost effective manner. The following represents the project's current phasing plan and estimated budgets as included in the DRAFT 2013 CWSRF Intended Use Plan:

TABLE 2-1: PRELIMINARY PROJECT PHASING			
PHASE	CWSRF PROJECT NO.	DESCRIPTION	CWSRF ESTIMATED AMOUNT
1 & 2a	C6-6070-08-00	Sanitary Sewer Collection System – Manhole Rehabilitation	\$25,800,000 Annual List
2b & 3	C6-6070-08-01	Sanitary Sewer Collection System – Sewer Rehabilitation/Replacement	\$59,500,000 Multi Year
5a	C6-6070-08-02	Sanitary Sewer Collection System – Forcemain & Sauquoit Creek Pump Station Upgrades – Design & Permitting	\$3,000,000 Annual List
4	C6-6070-08-03	Private Property I/I Reduction	\$8,420,000 Multi Year List
5b	C6-6070-08-04	Sauquoit Creek Pump Station and Force Main Upgrades - Construction	\$33,300,000 Multi Year List

6b	C6-6070-08-06	Water Pollution Control Plant Upgrades Design, Permitting, & Solids Handling Construction	\$35,000,000 Annual
6a	C6-6070-08-05	Water Pollution Control Plant Upgrades – Construction (Additional Phases)	\$90,000,000 Multi Year List

It is recognized that each of these capital programs, while implemented separately at various times over the coming years, are together integral to resolving the sanitary sewer overflows and complying with the consent order. It is critical that CWSRF funding be allocated for each phase of this work in order to achieve overall Consent Order compliance.

**3.0 PROJECT DESCRIPTION – WPCP UPGRADES – DESIGN, PERMITTING,
AND SOLIDS HANDLING UPGRADES CONSTRUCTION
(CWSRF PROJECT NO. C6-6070-08-06)**

The WPCP is a regional facility that treats wastewater from the City of Utica, 14 municipalities, and the Oneida County Business Park. Wastewater from regions outside than the City of Utica includes only sanitary sewage. Wastewater from the older portions of the City of Utica, primarily south of the Mohawk River, is combined sewage. The areas of the City north of the Mohawk River have separate sanitary and storm sewers. The sewer systems outside the City of Utica are separate sanitary sewers. The WPCP is designed and operated to accept sanitary sewage, infiltration and inflow, and some combined sewer overflow (CSO) flows. It is standard practice to use available WPCP hydraulic capacity to treat extraneous infiltration and inflow and combined sewage. The WPCP staff currently adjusts operations to treat as much combined sewage from the City of Utica as possible. When the combined sewage from the City of Utica exceeds the available hydraulic capacity of the WPCP, some storage is provided in the interceptor before this excess flow is diverted to a permitted outfall.

In addition to the Consent Order with the County, the NYSDEC has required a combined sewer overflow long term control plan (LTCP) as part of the City of Utica's SPDES permit. The LTCP requires the City to increase its percent capture of CSO flows during wet weather.

As a result of the County's Consent Order to mitigate SSO at the SCPS, and the City's LTCP to increase the capture of CSO flows, the WPCP will be required to accept and treat flows beyond its existing capacity. The WPCP can currently process a peak flow of approximately 55 million gallons per day (mgd). Based on preliminary CSO/SSO mitigation requirements as well as projected growth within the District, the WPCP may need to be expanded for a peak capacity of 111 mgd.

3.1 EVALUATION OF ALTERNATIVES

Several alternatives were evaluated to expand the WPCP to a capacity of 111 mgd. A report was prepared in August 2012 titled "Water Pollution and Sauquoit Creek Pump Station Evaluation." The report was prepared as a condition of Order on Consent and was submitted to NYSDEC for its review and approval.

The alternatives in the August 2012 evaluation included:

- Conventional WPCP expansion
- "Split Flow" wet weather operating strategy
- Aeration operation modifications
- Integrated Fixed Film Activated Sludge (IFAS)
- High rate ballasted flocculation
- Solids handling alternatives, including gravity thickening, and belt filter press and centrifuge dewatering
- Solids disposal alternatives, including incineration, anaerobic digestion, and lime stabilization

Based on a detailed evaluation of the alternatives, the most cost effective method for increasing the capacity of the WPCP is through the split flow operating strategy. Figure 3.1 schematically illustrates the proposed improvements.

In split flow scenario, improvements to the headworks of the WPCP will be made to maintain dedicated treatment trains for flows from the combined sewers in the City of Utica and the sanitary sewers in the rest of the district. During dry weather, all flows will receive screening, grit removal, primary sedimentation, secondary treatment, and disinfection. During wet weather, combined flows from the City of Utica will receive screening, grit removal, primary

sedimentation, and high rate disinfection. Sanitary flows will continue receive secondary treatment.

The split flow alternative requires the construction of a new screening facility and pump station for sanitary flows. Combined flows will be conveyed through the existing screening facility and raw waste pump station. New vortex grit facilities will be constructed for all flows, and rectangular primary clarifiers will replace the existing circular units. A new high-rate disinfection facility will be constructed for combined flows.

The existing sludge processing facilities would also require modifications to process peak sludge flows and loads. The most economical approach for upgrading new sludge facilities includes placing a currently idle thickener back into service. Consideration can be given to replacing existing belt filter presses with centrifuges to produce a dryer sludge cake.

The WPCP, which currently incinerates its sludge in two (2) operational fluidized bed incinerators, is subject to regulations recently issued by the USEPA for sanitary sewer incinerators (SSI). Continued operation of the incinerators with modifications for SSI emissions limits was evaluated versus converting from incineration to anaerobic digestion or lime stabilization. On a net present worth basis, the most cost effective approach for solids disposal includes rehabilitating two (2) of the existing incinerators for compliance with SSI regulations, and installing a backup lime stabilization system in place of the third incinerator.

In addition to the improvements necessary to accept and treat future peak flows and loads, several upgrades are required at the WPCP to ensure long-term viability. Based on a physical condition assessment of the WPCP, numerous improvements are necessary to the processes which will remain in service after the WPCP expansion. These improvements are related to the existing structural and architectural condition of buildings and tanks, the condition of existing operating equipment, and the condition of the overall site. In addition, upgrades to the existing

WPCP electrical distribution system and emergency power capacity will be required to replace aged equipment and to support electrical loads associated with the WPCP expansion.

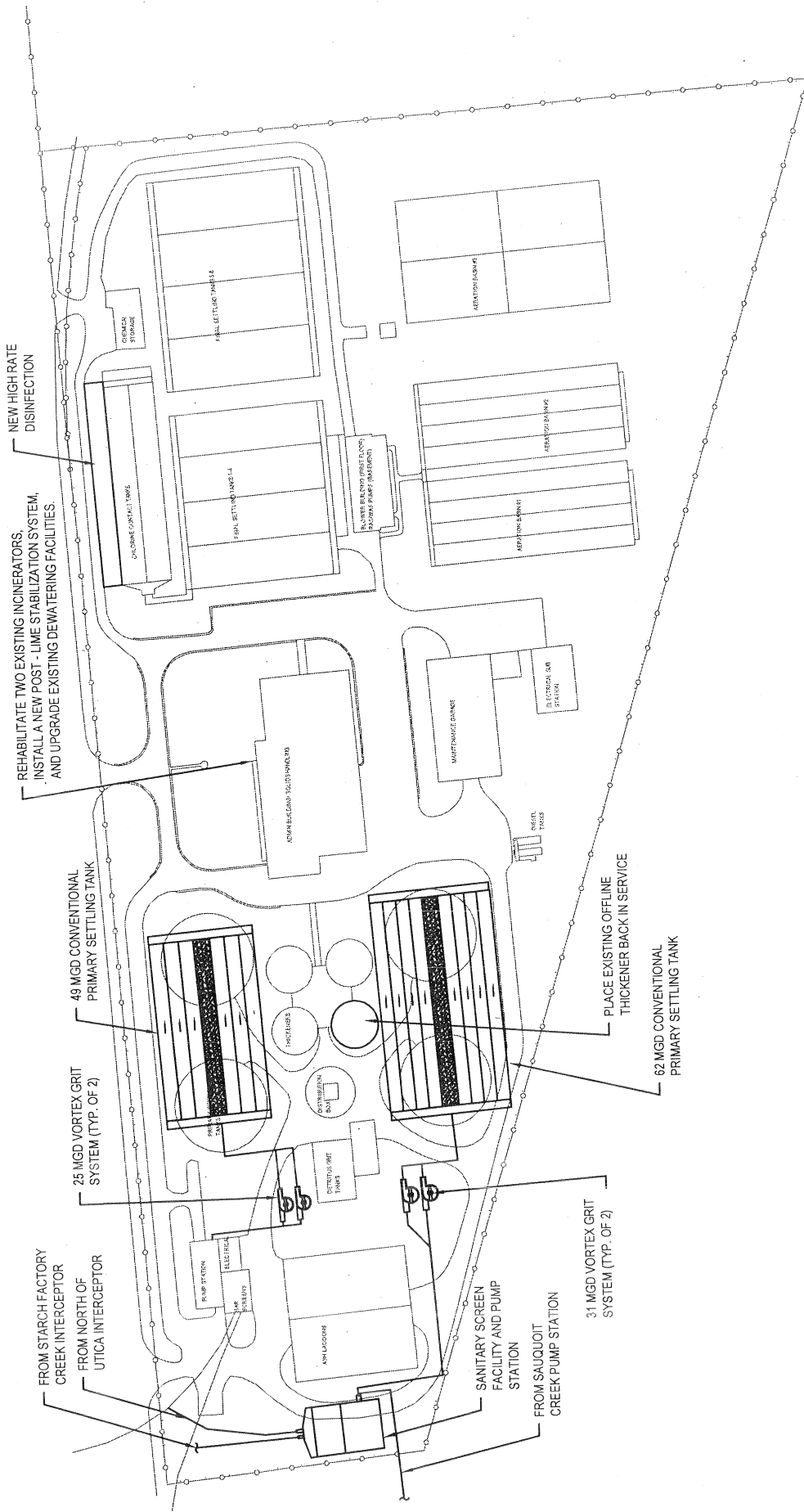
Figure 3-1 provides a site plan of the WPCP expansion as recommended in the August 2012 Evaluation.

3.2 PHASED FINANCING APPROACH

The planned WPCP upgrades are currently listed in the 2013 CWSRF Intended Use Plan with the financing phased as follows:

- Phase 6B – WPCP Upgrades - Design, Permitting, & Solids Handling Construction – CWSRF No. C6-6070-08-06 (Annual List)
- Phase 6A – WPCP Upgrades – Construction (Additional Phases) – CWSRF No. C6-6070-08-05 (Multi-year List)

The purpose of this approach is two-fold. First, it is anticipated that the design and regulatory approval process of the entire proposed upgrades may take upwards of two to three years to complete before approvals are obtained. The exception will be the design and construction of the solids handling system upgrades which will be advanced to meet the regulatory compliance deadline of March 2016. Second, short-term CWSRF financing generally has a three-year term before a closing on long-term financing is required. Construction of the remaining upgrades will not have begun at that point.



Job Number 18614782

Revision A

Date 09/12

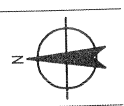
Figure 3-1

WPCP AND SCPS EVALUATION
ONEIDA COUNTY, NY

SITE PLAN -
WPCP EXPANSION



200 John James Audubon Parkway Suite 101, Amherst NY 14228 USA T 1 716 691 8503 F 1 716 691 8506 E ant@mail@ghd.com W www.ghd.com



3.3 ENGINEERING SERVICES – DESIGN AND PERMITTING OF THE WPCP UPGRADES

Engineering and related services for the design and permitting of the WPCP upgrades component of this project will generally include the following:

- Survey and mapping
- Permitting/regulatory reviews
- Environmental screening
- Geotechnical services (soil borings and reports)
- Subsurface utility investigations
- Engineering and design – solids handling and incinerator upgrades
- Engineering and design – new primary settling tanks
- Engineering and design – capacity improvements and split flow
- Engineering and design – physical condition upgrades
- Engineering and design – electrical system upgrades
- Preparation of a Basis of Design Report
- Preparation of Construction Documents (bid package(s))
- Local legal counsel services
- Bond counsel services
- Fiscal advisory services

3.4 CONSTRUCTION – WPCP UPGRADES – SOLIDS HANDLING AND INCINERATOR IMPROVEMENTS

Construction services for the upgrades to the solids handling and incineration facilities at the WPCP include the following:

- Rehabilitation of existing Incinerator Nos. 1 and 3 for long term operability and reliability.
- Demolition of existing Incinerator No. 2.
- Construction of a standby post-lime stabilization system for use when an incinerator is down for maintenance or repair.
- Installation of a Continuous Emissions Monitoring System (CEMS) to monitor air emissions and confirm compliance with new EPA regulations.
- If necessary, installation of a mercury reduction system to achieve new mercury emissions standards.
- Construction Administration
- Construction Observation

4.0 ENVIRONMENTAL REVIEW

A review of the State Environmental Quality Review (SEQR) requirements for design projects has been conducted.

A review of NYCRR Part 617 – State Environmental Quality Review has identified work of this type as being a Type II Action. Specifically, it is noted that this type of work meets the following thresholds as taken directly from sub-Part 617.5 – Type II Actions:

“(c) The following actions are not subject to review under this Part:

(18) information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action;

(21) conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action;

(29) civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion;”

Based on the above, no further Action under SEQR is required for work associated with the design and permitting of the WPCP upgrades provided the work meets the above-referenced criteria.

5.0 PROJECT SCHEDULE AND BUDGET ESTIMATE

The following represents the tentative project schedule and budget estimate for the Phase 6B – WPCP Upgrades as listed on the Category B Annual List for the 2013 Clean Water SRF Intended Use Plan:

Project Schedule

CSWRF Project No. C6-6070-08-06: Phase 6B – WPCP Upgrades

<u>Description</u>	<u>Estimated Start/End Dates</u>
• Funding Award Notification	May 2013
• Survey and mapping	January - March 2013
• Environmental screenings	April - July 2013
• Geotechnical services (soil borings and reports)	April - July 2013
• Engineering and design – solids handling and incinerator upgrades	April - December 2013
• NYSDEC/NYSEFC Review – solids handling design and incinerator upgrades	January 2014 - June 2014
• Bid/Construction – solids handling and incinerator upgrades	June 2014 - March 2016
• Engineering and design – wastewater process upgrades design <ul style="list-style-type: none"> ○ new primary settling tanks ○ capacity improvements and split flow ○ physical condition improvements ○ electrical system upgrades 	January 2014 - June 2016
• Basis of Design Report	January 2017- June 2017
• Permitting and Approvals <ul style="list-style-type: none"> ○ Wastewater process upgrades 	June 2017 - December 2017
• Construction Documents (bid packages(s)) <ul style="list-style-type: none"> ○ Wastewater process upgrades 	June 2016 - June 2017

Project Budget Estimate - CSWRF Project No. C6-6070-08-06: Phase 6B – WPCP Upgrades

Estimated Project Cost

A.	Construction	
	1. Solids Handling and Incinerator Upgrades	\$ 23,000,000
B.	Engineering	
	1. Planning	\$ 1,300,000
	Project Administration	
	Environmental Screening	
	Permitting/Approvals	
	SWPPP	
	Survey/Mapping/ROW	
	Preliminary engineering	
	2. Design	\$ 5,600,000
	Solids handling and incinerators	
	New primary settling tanks	
	Capacity improvements and split flow	
	Physical condition upgrades	
	Electrical system upgrades	
	Basis of Design Report	
	Construction Documents	
	3. Construction (Solids Handling)	\$ 1,200,000
	Construction Administration	
	Construction Observation	
C.	Geotechnical Services	\$ 75,000
D.	Subsurface Utility Investigation/Exploration	\$ 75,000
E.	Legal/Fiscal Services	<u>\$ 60,000</u>
	Subtotal	\$31,310,000
	Contingencies	\$ 3,057,636
	Issuance Costs	<u>\$ 632,364</u>
	TOTAL	\$35,000,000

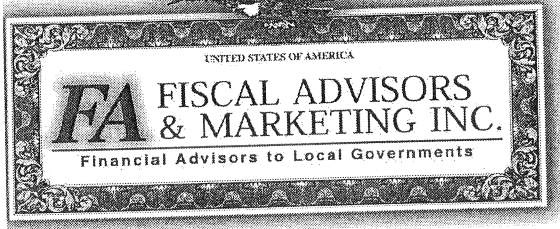
Estimated User Charge

Estimated Annual Debt Service Payment (30 yr.)	\$ 1,660,000
Estimated Annual Usage ⁽¹⁾ within Debt Service Area (1,000 gal.)	3,235,536
Estimated Annual \$/1,000 gal.	\$ 0.52
Estimated Debt Service Charge ⁽²⁾	
- Single-Family Home	\$38/yr. (18,000 gal/qtr.)
- Two-Family Home	\$56/yr. (27,000 gal/qtr.)

Notes

⁽¹⁾ Usage based on projected 2012 sewer usage (gallons) within the Oneida County Sewer District.

⁽²⁾ Debt service to be paid by customers within the Oneida County Sewer District.



Corporate Headquarters
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jsheahdi@fiscaladvisors.com

March 8, 2013

The Honorable Thomas P. DiNapoli
New York State Comptroller
110 State Street
Albany, New York 12236-0001
Attn: Mitchell S. Morris, Esq.

Re: County of Oneida, New York
Increase and Improvement of Facilities for the Oneida County Sewer District
\$35 Million Water Pollution Control Improvements – Phase 6B

Dear Comptroller DiNapoli:

This letter is written in support of the application of the County of Oneida for consent by the State Comptroller to expenditures for the Oneida County Sewer District pursuant to Section 268 of the County law.

Please be advised of the following:

- (1) That Fiscal Advisors & Marketing, Inc. is the Financial Advisor to the County of Oneida, New York.
- (2) The proposed improvements have been included in the 2013 Clean Water Intended Use Plan of the Environmental Facilities Corporation (“EFC”). The project is currently ranked above the funding line for long term interest rate subsidy at 50% of the market rate for the bonds that EFC issues to finance such improvements.
- (3) That in our opinion the estimated interest rate on the bonds that EFC issues on behalf of the County of 3.50% is reasonable in the current public bond market, and that the EFC subsidy would reduce the net interest rate to 1.75%.

Enclosed please find a schedule of estimated debt service for the improvements.

If there are any questions regarding this matter, please don't hesitate to contact us.

Sincerely,

John Shehadi

John C. Shehadi, CIPFA
Corporate Headquarters

cc: Joseph Timpano, Comptroller
Anthony Carvelli, County Commissioner of Finance
Steven Devan, Commissioner of Water Quality & Water Pollution Control
Thomas E. Myers, Esq.
Karl Schrantz, P.E.



ORRICK

March 1, 2013

ORRICK, HERRINGTON & SUTCLIFFE LLP
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Thomas E. Myers
(212) 506-5212
tmyers@orrick.com

VIA E-MAIL (jtimpano@ocgov.net)

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

Re: County of Oneida, New York
Sewer District
Orrick File: 42439-2-40

Dear Joe:

Enclosed please find the form of resolution approving the application to the State Comptroller.

To complete our file please furnish us with two certified copies of the enclosed resolution as well as two executed copies of the application. We have the attachments which will be added to the applications when we submit same to the State Comptroller.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
TEM/es

cc: Steve Devan (sdevan@ocgov.net)
John C. Shehadi (jshehadi@fiscaladvisors.com)

RESOLUTION DATED MARCH __, 2013.

A RESOLUTION APPROVING AN APPLICATION TO THE STATE
COMPTROLLER'S OFFICE IN CONNECTION WITH PROPOSED
EXPENDITURES FOR THE COUNTY SEWER DISTRICT

WHEREAS, after all proceedings were duly had and taken the County Legislature of the County of Oneida has duly approved the increase and improvement of the County Sewer District and the construction of the improvements therefore, subject to State Comptroller's approval as to the expenditures therefore; NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. The application to the State Comptroller's office attached hereto as Exhibit A has been prepared at the direction of the County Legislature and the County Legislature believes the contents of such application to be accurate.

Section 2. The County Legislature has determined that the improvements for the District are in the public interest and will not constitute an undue burden on the property which will bear the cost thereof and that all real property to be so assessed will be benefited by the proposed improvements and no benefited property has been excluded from the boundaries of the District.

Section 3. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.

* * *

AC 973 (Rev. 7/85)
Cities under 125,000 population
Counties
Towns
Villages

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

DEBT STATEMENT

of

THE COUNTY OF ONEIDA, NEW YORK

PREPARED AS OF

February 26, 2013

FORWARD TO: State of New York
Office of the State Comptroller
Director, Municipal Research and Statistics
Alfred E. Smith State Office Building
Albany, New York 12236

AC 973 (Rev. 7/85)
Cities under 125,000 population
Counties
Towns
Villages

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

This is the official debt statement form prescribed by the State Comptroller pursuant to section 141.00 of the Local Finance Law for use by counties, towns, villages and cities having a population of less than 125,000 inhabitants.

THOMAS P. DiNAPOLI
State Comptroller

INSTRUCTIONS

1. **STATUTORY REFERENCE.** A statutory reference can be found after each item of indebtedness to be included and excluded in the debt statement. For example, §135.00 (a)(1) means "subdivision 1 of paragraph (a) of section 135.00 of the Local Finance Law". Wherever a reference appears, that section of the Local Finance Law should be consulted.
2. **DATE OF PREPARATION.** This statement must not be prepared more than thirty days previous to the date of sale of bonds. Local Finance Law, section 109.00.
3. **FILING.** A debt statement must be filed between three and fifteen days before a municipality sells any bonds which are required to be sold at public sale. The statement must be filed with the State Comptroller and a duplicate copy must be filed with the clerk or corresponding officer of the municipality. It is not necessary to file a copy in the county clerk's office. Local Finance Law, section 109.00.
4. **AVERAGE FULL VALUATION OF TAXABLE REAL ESTATE.** In computing "Average Full Valuation of Taxable Real Estate" on page 5, use last completed assessment roll and four preceding rolls. An assessment roll is one which has been completed, verified and filed by the assessors and for which a state equalization rate has been finalized. The words "For Fiscal Year Ending" refer to the year for which taxes have been or will be extended on the assessment roll rather than the year in which the roll was completed.

The amounts to be used in Column 1 should be the amounts shown on such rolls after the hearing of grievances and the filing of the final completed assessment rolls, regardless of subsequent changes. In Column 1, include the assessed valuations of special franchises but exclude the assessed valuations of all exempt properties to the extent they are exempt from general taxation. Full valuation (Column 3) is determined as follows: Divide the taxable assessed valuations (Column 1) by the final equalization rate (Column 2) established by the State Board of Equalization and Assessment for such valuation. Where boundary changes have occurred and in the case of newly-created municipalities, see section 2.00 (7)(a) of the Local Finance Law. In the case of counties, average full valuation is computed by dividing the taxable assessed valuations on the last completed and four preceding assessment rolls for each of the cities and towns therein by the final equalization rates established for such rolls; provided, however, in a county having a county department of assessment the state equalization rates established for the cities and towns therein on the basis of the county roll shall be applied to the appropriate portions of the county roll. The sum of the quotients thus obtained must then be divided by five.

5. **INCLUSIONS.** Re item 8, Page 5. Include the respective amounts of all several indebtedness and allocated or apportioned joint indebtedness contracted or incurred pursuant to Article II, Title 1-A of the Local Finance Law in relation to a joint service or a joint water, sewage or drainage project. The amount of joint indebtedness to be so included should not exceed the amount of such indebtedness allocated and apportioned to the municipality in the bond or note resolution authorizing such indebtedness to be contracted.

Joint indebtedness to be included arising out of real property liabilities contract liabilities should not exceed the amount of such indebtedness required to be allocated and apportioned to the municipality in the agreement of the participating municipalities in relation to such joint service or project. Where the agreement does not provide for any such allocation or apportionment, or in the case of involuntary joint indebtedness, the amount to be allocated and apportioned and included in the debt statement of a participating municipality should be in the same proportion as the full valuation of the real estate subject to taxation or assessment by such municipality for such joint service or project bears to the full valuation of the real estate subject to taxation or assessment by all of the participating municipalities for such joint service or project. See Local Finance Law, section 15.10. However, if the State Comptroller has issued a certificate allocating and apportioning such joint indebtedness pursuant to the provisions of section 15.10 of the Local Finance Law, the amounts so allocated and apportioned by the State Comptroller should be included in the debt statements of each respective municipality as indebtedness.

6. **GROSS JOINT INDEBTEDNESS.** The aggregate gross amount of all joint indebtedness including borrowings, real property liabilities, contract liabilities, judgments, claims, awards and determinations contracted or incurred and before any apportionment or allocation should be stated at page 5 of the debt statement.

7. EXCLUSIONS:

- (1) Item 1, Page 6. Do not include any tax or revenue obligations, or renewals thereof, which have not been retired within five years after the date such original obligations were issued.
 - (2) Item 2, Page 6. Include only obligations issued for objects or purposes other than the financing of capital improvements and contracted to be redeemed in one of the two fiscal years immediately succeeding the year of their issue. Do not include bonds, bond anticipation notes, capital notes, budget notes or obligations which have been issued for the direct financing of improvements or equipment. Do not include serial bonds of an issue having a maximum maturity of more than two years.
 - (3) Item 3, Page 6. Do not include joint or several indebtedness contracted pursuant to Article II, Title 1-A of the Local Finance Law to finance a joint water project. Such indebtedness is to be included in Item 14, page 6.
 - (4) Items 4 and 5, Page 6. Do not include any indebtedness contracted pursuant to Article II, Title 1-A of the Local Finance Law in relation to a joint service or a joint water, sewage or drainage project. Such indebtedness is to be included in either item 15 or 16 at page 6.
 - (5) Item 13, Page 6. Include city indebtedness for education purposes, if any, allocated to the city school district by the State Comptroller pursuant to section 1 of chapter 831 of the Laws of 1951.
 - (6) Item 14, Page 6. State the respective amounts of any several indebtedness and the allocated or apportioned amounts of any joint indebtedness contracted or incurred in relation to the financing of a joint water project pursuant to Article II, Title 1-A of the Local Finance Law.
 - (7) Items 15 and 16, Page 6. State the respective amounts of any several indebtedness and the allocated or apportioned amounts of any joint indebtedness contracted or incurred in relation to the financing of a joint service and a joint sewage or drainage project pursuant to Article II, Title 1-A of the Local Finance Law and excluded pursuant to the provisions of section 15.20, 123.00 and 124.10 of such law.
8. **VERIFICATION.** Page 9. This debt statement must be verified by the chief fiscal officer of the municipality. See definition of the term "chief fiscal officer" in the Local Finance Law, section 2.00 (5). If a municipality has no chief fiscal officer, then this statement must be verified by the finance board.

The following is a statement of the County of Oneida, New York, to contract indebtedness, and is prepared as of February 26, 2013, pursuant to Title 8, Article II of the Local Finance Law.

DEBT LIMIT

Counties (except Nassau), cities, towns and villages	<u>713,154,441</u>
Multiply "Average full valuation" (Page 5), Line 7 by .07 (Nassau County .10)	

TOTAL NET INDEBTEDNESS

Total Inclusions (Page 5)	<u>133,805,692</u>
Less: Total Exclusions (Page 6)	<u>21,928,200</u>
Total Net Indebtedness	<u>111,877,492</u>

NET-DEBT CONTRACTING MARGIN

Debt Limit (Above)	<u>713,154,441</u>
Less: Total Net Indebtedness (Above)	<u>111,877,492</u>
Net Debt-Contracting Margin	<u>601,276,949</u>

PERCENTAGE OF DEBT- CONTRACTING POWER EXHAUSTED

Divide "Total Net Indebtedness" by "Debt limit" and enter result here	<u>15.69%</u>
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PROPOSED BOND ISSUE

The amount of bonds proposed to be sold at public sale on March 12, 2013, in connection with which this statement is made and filed is	<u>14,316,325</u>
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The amount of bond anticipation notes heretofore issued in anticipation of the sale and issuance of such bonds and included at "Borrowings" at Item 1 of Inclusions at page 5 is	<u>0</u>
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STATEMENT OF TOTAL DEBT

AVERAGE FULL VALUATION OF TAXABLE REAL PROPERTY

Line No.	For Fiscal Year Ending	(1) Taxable Assessed Valuation of Real Estate	(2) Final State Equalization Rate	(3) Full Valuation of Taxable Real Property (column 1 ÷ column 2)
1	12/31/2009	\$6,914,693,775	69.90%	\$9,892,672,178
2	12/31/2010	6,928,016,539	67.49%	10,265,574,920
3	12/31/2011	6,970,353,005	68.13%	10,230,538,747
4	12/31/2012	7,050,478,515	68.04%	10,362,607,916
5	12/31/2013	7,107,857,898	69.77%	10,188,209,171
6	Total of Lines 1 to 5 Inclusive			\$50,939,602,932
7	Average Full Valuation (1/5 of total of column 3)			\$10,187,920,586

Note: See Instruction 4, Page 1

INCLUSIONS

1. Borrowings. §135.00(a)(1).	\$133,805,692.00
2. Real Property Liabilities. §135.00(a)(2), §142.00.	_____
3. Contract Liabilities. §135.00(a)(3).	_____
4. Cities, Towns and Villages: Contract Liabilities: Housing Guarantees; Subsidies. §135.00(a)(4),(a)(4-a),(a)(4-b).	_____
5. Cities, Towns and Villages: State Loans to Certain Housing Authorities and Municipalities. §135.00(a)(5).	_____
6. Judgments, Claims, Awards and Determinations. §135.00(a)(6).	_____
7. Cities, Towns and Villages: Indebtedness Contracted by Certain District Corporations. §135(a)(7).	_____
8. Indebtedness Contracted or Incurred Pursuant to Artical II, Title 1-A of the Local Finance Law in relation to a Joint Water, Sewage or Drainage Project: (See Instruction 5, Page 2.)	
(a) Borrowings: Several Indebtedness.	_____
(b) Borrowings: Allocated or Apportioned Joint Indebtedness.	_____
(c) Real Property Liabilities.	_____
(d) Contract Liabilities.	_____
(e) Judgments, Claims, Awards and Determinations.	_____
Total Inclusions	\$133,805,692.00

GROSS JOINT INDEBTEDNESS

The aggregate gross amount of all joint indebtedness before apportionment or allocation is \$0
 (See instruction 6, Page 3.)

EXCLUSIONS

1. Tax and Revenue Obligations. §136.00(1). \$	_____
(See Instruction 7(a), page 3.)	
2. Obligations Issued for other than Capital Improvements. §136.00(1-a).	_____
(See Instruction 7(b), page 3.)	
3. Water Indebtedness. §136.00(2).	_____
(See Instruction 7(c), page 3.)	
4. Indebtedness Contracted for Self-Liquidating Projects. §136.00(3).	_____
(See Instruction 7(d), page 3.) (See also, if applicable, contract payments (§136.00 (3-a))) and rental payments (§136.00 (3-b)(3-c)))	
5. Sewer Indebtedness Contracted on or after January 1, 1962, and prior to January 1, 1994. §136.00(4-a).	8,551,395
6. Bonds for Pensions. §136.00(4).	_____
7. Cities and Villages with Population of 5,000 or More: Indebtedness for Housing and Urban Renewal Purposes. §136.00(8).	_____
(See also, if applicable, indebtedness for housing or urban renewal purposes (§136.00(8-a)).	
8. Towns and Villages with Population of less than 5,000: Subsidies or Guarantees for Housing Purposes. §136.00(9).	_____
9. Assets of Sinking Funds. §136.00(10).	_____
10. Refunded and Refunding bonds. §136.00(10-a)(10-b).	_____
11. Cash on Hand for Debts. §136.00(11).	_____
12. Appropriations. §136.00(12).	13,376,805
13. Cities Only: School Indebtedness. §136.00(13).	_____
(See Instruction 7(e), page 3)	
14. (a) Several Indebtedness Contracted in relation to a joint Water Project. §15.20 (a)	_____
(b) Joint Indebtedness Contracted for such Purposes.	(b) _____
(See Instruction 7(f), page 3.)	
15. (a) Several Indebtedness Contracted for a Joint Service and Excluded Pursuant to Local Finance Law, §15.20 and §123.00.	(a) _____
(b) The Apportioned or Allocated Amount of any such Joint Indebtedness so excluded.	(b) _____
(See Instruction 7(g), page 3.)	
16. (a) Several Indebtedness Contracted for a Joint Sewage and/or Damage Project and Excluded Pursuant to Local Finance Law, §15.20, §123.00, and §124.10.	(a) _____
(b) The Apportioned or Allocated Amount of any such Joint Indebtedness so excluded.	(b) _____
(See Instruction 7(g), page 3.)	
Total Exclusions	_____ \$21,928,200

SCHEDULE B

PART 1. The following obligations are authorized, unissued and will be sold prior to the sale of the obligations listed in Schedule A, PART 1.

Date of Authorization	Type of Obligation	Amount to be Issued	
NONE		\$0	
Total		\$0	

PART 2. The following obligations are authorized, unissued and will not be sold prior to the sale of the obligations listed in Schedule A, PART 1.

Date of Authorization	Type of Obligation	Amount Remaining Unissued	
NONE		\$0	
Total		\$0	

VERIFICATION BY CHIEF FISCAL OFFICER

State of New York)
) ss:
County of ONEIDA)

JOSEPH TIMPANO, being duly sworn, deposes and says: That he is the duly selected, qualified, and acting chief fiscal officer of the COUNTY OF ONEIDA, New York; that he prepared and has read the foregoing debt statement amendment and knows the contents thereof; that the same is true to his own knowledge except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

Subscribed and sworn to before me this 27th day
of February, 2013.

Joseph Timpano
Signature
Chief Fiscal Officer/ Comptroller
Title
County Office Bldg, 800 Park Avenue, 5th Floor
Utica, New York 13501
Mail Address

Joseph R. Rella
Notary Public
JOSEPH R. RELLA

VERIFICATION BY FINANCE BOARD
Notary Public State of New York
Appointed in Oneida County
My Commission Expires 8/18/2015 *Necessary if verification is made by chief fiscal officer*

State of New York)
) ss:
County of)

being each duly sworn, depose and say: That they are the duly (elected) (appointed), qualified, and acting members of the finance board of the _____ in the County of _____, New York; that they prepared and each of them has read the foregoing debt statement and knows the contents thereof; that the same is true of their own knowledge except as to the matters therein stated to be alleged upon information and belief; and that as to those matters they believe it to be true.

Subscribed and sworn to before me this ____ day
of _____, 20__.

Notary Public

TOWN	2013 Tax Rates
ANNSVILLE	
Fire District	
FD001 Taberg Fire	2.016995
FD002 Joint Fire	2.665984
Lighting Districts	
LT001 Taberg Light	0.889422
LT002 McConnellsville Lt.	0.733968
LT003 Blossvale Lt	0.300112
Sewer District	
SW079 Swr Dst 1(unit)	105.906314
Water District	
WD001 Annsville WD1(unit)	36.307693
WD075 Fox WD	53.571429
WD085 McConslvl WD	1.362718
AUGUSTA	
Fire District	
FD004 Oriskany Falls	1.321825
FD006 Deansboro FD	1.094185
Lighting Districts	
LT004 Knoxboro LT	0.344237
LT005 Augusta LT	0.305915
AVA	
Fire District	
FD009 Ava Fire	0.775697
BOONVILLE	
Fire District	
FD010 Boonville FD	0.431280
BRIDGEWATER	
Fire District	
FD011 Bridgewater FD	1.194499
Water District	
WD120 Bridgewater WD	232.181818
CAMDEN	
Fire District	
FD012 Camden FD	25.971480
Lighting Districts	
LT006 Westdale LT	8.413331

DEERFIELD	
Fire District	
FD013 Deerfield FD1	5.973175
FD014 Deerfield FD2	5.973175
FD015 Deerfield FD3	5.973175
FD016 Poland FD	4.544852
Sewer District	
SW059 Sw1 O&M	0.591200
Water District	
WD091 Trn-Mlr (unit)	201.063158
WD097 Walkr-Mill WD (unit)	319.305936
WD098 Fox Run Storm (unit)	10.000000
WD102 Smith-Grace(unit)	332.816327
WD103 Walkr-Bell Hill Wtr(unit)	323.802470
WD109 Bell Hill Wtr(unit)	381.535354
WD111 Doyle Rd Wtr. Dist. (unit)	591.452632
FLORENCE	
Fire District	
FD017 Florence FD	6.509596
FLOYD	
Fire District	
FD018 Floyd FD	0.957052
Lighting Districts	
LT007 Glenwood LT1	0.326351
LT008 Kriswood LT2	0.336587
LT009 Kilborn LT3	0.404907
LT010 Sand Cr LT4	0.381134
LT011 Skyline Hgt LT5	0.224102
LT099 Tom Crc LT(unit)	48.884616
LT103 Bunal Sub(unit)	32.941177
Sewer District	
RG001 Floyd San (unit)	275.003207
Water District	
WD100 Wtr Imprv C(unit)	180.728572
WD116 Area E Wtr (unit)	531.794118
FORESTPORT	
Fire District	
FD019 Forestport FD	0.703551

KIRKLAND	
Fire District	
FD007 Deansboro FD	1.185614
FD020 Clinton FD	0.967082
FD021 Clark Mills FD	2.275176
Lighting Districts	
LT012 Kirkland LT	0.148319
LT013 ClarkMills LT	0.223295
LT016 Clinton St LT	0.209127
Sewer District	
SW003 Clk Mls Swr(unit)	330.154113
SW004 Hmltn col swr	0.709315
SW049 Rt5 Swr(unit)	466.812065
SW051 Krklnd Swr(unit)	99.342857
SW052 Cons sewer	68.094201
Sw068 Kirk SW300 (unit)	166.666667
Water District	
WD008 Uvrsty Mnr WD	0.023799
WD010 Orisk Vly WD	0.021372
WD067 St Marys WD	0.020083
WD070 Clint Mnr WD(unit)	2.857143
WD104 Fountain St (unit)	769.500000
WD105 Toggetown (unit)	112.000000
LEE	
Fire District	
FD022 Lee Fire .	20.225178
Lighting Districts	
LT017 Lee LT	17.972403
LT092 Parkside LT	24.086586
LT094 Turin Twm LT	9.301157
LT105 Raven Rock LT	23.903022
LT106 Lake Delta Estate LT	44.639838
MARCY	
Fire District	
FD023 Maynard FD	2.163372
FD024 Stittville FD	1.428823
Lighting Districts	
LT018 Stittville LT	0.459422
LT019 Knwd Woodln LT	0.354935
LT020 Rte12C LT	0.565477
LT100 River Rd LT	0.569300
Other Districts	

RG002 Marcy San Dt	1.302776
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MARCY Continued..	
Sewer District	
SW005 Marcy Gn Swr	0.152247
SW006 Marcy Sp Swr	0.449272
Water District	
WD012 Marcy Sp WD	0.083266
MARSHALL	
Fire District	
FD005 Orisk Falls FdM	1.364638
FD008 Deansboro FdMr	1.185883
FD025 Waterville FD	0.901681
FD026 Paris Hill FD	1.650215
Lighting Districts	
LT021 Deansboro LT	0.554525
NEW HARTFORD	
Fire District	
FD027 NH FD1	0.717313
FD028 NH FD2	0.717313
FD029 NH FD3	0.740681
FD030 Willowvale FD	2.614845
FD057 NYM FD	0.839527
Lighting Districts	
LT022 NH LT1	0.239497
LT023 NH LT4	0.119931
LT024 NH LT5	0.280501
LT025 NHLT6	0.118143
LT026 NH LT7	0.378958
LT027 NH LT8	0.198116
LT028 NH LT9	0.162754
LT029 NH LT10	0.218711
LT030 NH LT11	0.291446
LT031 NH LT12	0.601267
LT032 NH LT13	0.165754
LT033 NH LT14	0.053699
LT034 NH LT16	0.099840
LT035 NH LT17	0.209297
LT036 NH LT18	0.095975
LT037 NH LT19	0.414749
LT038 NH LT20	0.068940
LT039 NH LT21	0.704223
LT040 NH LT22	0.160104
LT068 BCHWD RD LT	0.006542
LT069 WESTON RD LT	0.568840
LT070 HARTFORD HL LT	0.240539

NEW HARTFORD Continued..	
Lighting Districts	
LT073 CLNTN VW DEV	1.353786
LT082 CARM LA LT	0.155653
LT083 S HILLS DR LT	0.048237
LT084 CATH AV LT	0.301371
LT085 S WOODS LT	0.181870
LT086 WDLND VL LT	0.082090
LT087 FWNCRST LT	0.979008
LT090 SEN TPK LT	0.173622
LT091 TWNDM TR LT	0.619761
LT093 CHMPLN AVE LT	0.295757
LT095 HGBY HLS LT	0.513140
LT097 STANHOPE #36	0.835786
LT098 THORNWOOD LT	0.238156
LT102 HERON LDG LT(unit)	279.052632
Sewer District	
SW073 NH CONS SW1(unit)	20.000000
SW074 NH CONS SW2	0.406398
SW083 CLINTON ST EXTEN	0.334627
SW084 WDBRY SWR DIST	0.544308
Water District	
WD020 WASH MLS WD	0.101862
WD021 WASH MLS WD	0.101862
WD114 HIGBY RD WTR (unit)	320.427391
PARIS	
Fire District	
FD031 Sauq FD1	0.820189
FD032 Paris HI FD4	1.005908
FD034 Clayville FD	2.278235
FD035 Cassville FD	2.535275
Lighting Districts	
LT041 Sauq LT1	0.188902
LT042 Paris HI LT4	0.560832
LT043 Cassville LT2	0.544881
LT079 Wibk Ln LT	0.206826
Sewer District	
SW011 Paris SW1(UNIT)	61.258748
Water District	
WD036 Sauq WD1	2.601348

REMSEN	
Fire District	
FD056 Remsen FD	0.846195
SANGERFIELD	
Fire District	
FD038 Sang FD	1.000976
FD058 Orisk Falls FD	1.135928
Water District	
WD064 SNGRFLD WD (unit)	104.000000
STEBEN	
Fire District	
FD039 Steuben FD	0.614653
TRENTON	
Fire District	
FD040 Trenton FD	1.619771
Water District	
WD115 Coombs Rd Wtr	365.745763
VERNON	
Fire District	
FD068 OCV FD	1.299376
Lighting Districts	
LT044 On Castle LT	0.278130
LT045 Vern Ctr LT	0.343602
LT046 Pratt LT	0.195274
LT071 Circle Dr LT	0.307104
LT072 Skndoa Dr LT	0.582118
Lighting Districts	
LT076 11th St LT	0.409966
LT080 Trail LT	0.579362
LT088 Yng Rd LT	0.123956
Other Districts	
PL001 On Pub Lib	0.580591

ONEIDA COUNTY, NEW YORK
WATER POLLUTION CONTROL UPGRADES - Phs 6B
ESTIMATED DEBT SERVICE SCHEDULE

From August, 2013 to August 2015: EFC Gridnotes; half at 0% & half at BAN market rates (1% Est.)

Bonds Dated: August 15, 2015

Principal Due: August 15, 2016-2045

Interest Due: February 15, 2016 and semi-annually thereafter

INTEREST ESTIMATED AT 1.75%					
Fiscal Year Ending December 31st	Balance Beginning Fiscal Year	Principal Due August 15th	First Interest Payment Due February 15th	Second Interest Payment Due August 15th	Total Principal and Interest
2014	\$35,000,000	\$0	\$0.00	\$175,000.00	\$175,000.00
2015	35,000,000	310,000	0.00	175,000.00	485,000.00
2016	34,690,000	890,000	303,537.50	303,537.50	1,497,075.00
2017	33,800,000	905,000	295,750.00	295,750.00	1,496,500.00
2018	32,895,000	920,000	287,831.25	287,831.25	1,495,662.50
2019	31,975,000	935,000	279,781.25	279,781.25	1,494,562.50
2020	31,040,000	955,000	271,600.00	271,600.00	1,498,200.00
2021	30,085,000	970,000	263,243.75	263,243.75	1,496,487.50
2022	29,115,000	985,000	254,756.25	254,756.25	1,494,512.50
2023	28,130,000	1,005,000	246,137.50	246,137.50	1,497,275.00
2024	27,125,000	1,020,000	237,343.75	237,343.75	1,494,687.50
2025	26,105,000	1,040,000	228,418.75	228,418.75	1,496,837.50
2026	25,065,000	1,055,000	219,318.75	219,318.75	1,493,637.50
2027	24,010,000	1,075,000	210,087.50	210,087.50	1,495,175.00
2028	22,935,000	1,095,000	200,681.25	200,681.25	1,496,362.50
2029	21,840,000	1,115,000	191,100.00	191,100.00	1,497,200.00
2030	20,725,000	1,135,000	181,343.75	181,343.75	1,497,687.50
2031	19,590,000	1,155,000	171,412.50	171,412.50	1,497,825.00
2032	18,435,000	1,175,000	161,306.25	161,306.25	1,497,612.50
2033	17,260,000	1,195,000	151,025.00	151,025.00	1,497,050.00
2034	16,065,000	1,215,000	140,568.75	140,568.75	1,496,137.50
2035	14,850,000	1,235,000	129,937.50	129,937.50	1,494,875.00
2036	13,615,000	1,260,000	119,131.25	119,131.25	1,498,262.50
2037	12,355,000	1,280,000	108,106.25	108,106.25	1,496,212.50
2038	11,075,000	1,300,000	96,906.25	96,906.25	1,493,812.50
2039	9,775,000	1,325,000	85,531.25	85,531.25	1,496,062.50
2040	8,450,000	1,350,000	73,937.50	73,937.50	1,497,875.00
2041	7,100,000	1,370,000	62,125.00	62,125.00	1,494,250.00
2042	5,730,000	1,395,000	50,137.50	50,137.50	1,495,275.00
2043	4,335,000	1,420,000	37,931.25	37,931.25	1,495,862.50
2044	2,915,000	1,445,000	25,506.25	25,506.25	1,496,012.50
2045	1,470,000	1,470,000	12,862.50	12,862.50	1,495,725.00
TOTAL		\$35,000,000	\$1,999,550.00	\$1,999,550.00	\$26,934,100.00

Average Life: 16.02 Yrs

Average: \$1,423,272.27

Prepared by:

FA Fiscal Advisors & Marketing, Inc.

3/8/2013

**STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENT CONSERVATION**

-----X
In the Matter of Alleged Violations of Article 17 of the
Environmental Conservation Law (ECL) and Part 750 of
Title 6 of the Codes, Rules and Regulations of the State of
New York (6 NYCRR) occurring in the Town of Whitestown
by:

**CONSENT
ORDER**

Case #
R620060823-67

ONEIDA COUNTY,

Respondent.
-----X

WHEREAS:

1. Article 17 of the Environmental Conservation Law of the State of New York (ECL) provides the New York State Department of Environmental Conservation (Department) responsibility and authority to prevent and abate pollution of the waters of the state.
2. Respondent, Oneida County, is a municipal corporation organized and existing pursuant to the laws of the state of New York with main offices located at 800 Park Avenue, city of Utica, County of Oneida, New York 13501. Respondent owns and/or operates the Oneida County Water Pollution Control Plant (the WPCP) located at 51 Leland Avenue, Utica, New York. Respondent also owns and/or operates the Sauquoit Creek Pump Station ("Pump Station"), which discharges into the WPCP. The Pump Station is located in the village of Yorkville, town of Whitestown, County of Oneida, New York.
3. Pursuant to the authority granted to the Department by Article 17 of the ECL, the Department issued State Pollutant Discharge Elimination System (SPDES) Permit Number NY-0025780 (permit) to the Respondent. The permit governs the discharge of sewage to

the waters of the state. Current permit limits, levels, and monitoring requirements became effective June 1, 2008, and expire May 31, 2013.

4. The permit has been effective at all times relevant hereto. The permit authorizes the Respondent to discharge treated WPCP effluent from Outfall 001 into the Mohawk River, a Class C water body of the state, and a combined sewer overflow (CSO) discharge from Outfall 002 at the Pump Station into the Mohawk River. A CSO results when a wastewater collection system, by design, conveys combined sewage for discharge, via an overflow, to the waters of the state when the system becomes hydraulically overloaded.

5. Wastewater is discharged to the Pump Station from several Oneida County municipalities including the villages of Clayville, New York Mills, Yorkville, Whitesboro, New Hartford, Oriskany; portions of the town of New Hartford; and the towns of Paris and Whitestown. This Order relates only to wastewater discharges from these municipalities to Outfall 002 at the Pump Station.

6. During an inspection performed on February 6, 2006, the United States Environmental Protection Agency (USEPA) observed that the service area going into Outfall 002 appeared to be comprised of separate sanitary sewer systems.

7. On February 24, 2006, in a letter sent from Shayne Mitchell, P.E. of the Department to Steven Devan, P.E. of the Respondent (the February 24, 2006, letter), the Department informed Respondent, among other things, of its determination that the sewers connected to Outfall 002 are not discharging from combined sewer overflows and that Outfall 002 is a sanitary sewer overflow (SSO). A SSO results when a wastewater collection system that by

design includes sewage, but incidentally includes stormwater-related inflow and infiltration discharges to the waters of the state.

8. Among other things, the February 24, 2006, letter indicated that the submission of a flow management plan would be required, and it further indicated that 6 NYCRR 750-2.9(c)(1) specifies that the flow management plan for managing flows at the POTW was due within one hundred twenty (120) days.

9. On June 28, 2006, the Department noticed a modification to the SPDES permit so that it classified Outfall 002 as an SSO with conditions prohibiting discharge from Outfall 002 except during an emergency or when there is no feasible alternative to bypass.

10. The Pump Station overflows discharge directly upstream of section 12 of the Mohawk River (Water Index No. H-240, portion 12), which is listed as an impaired water on New York State's Clean Water Act Section 303(d) impaired waters list for floatables, pathogens, and dissolved oxygen/oxygen demand standards.

11. The Department has determined that the discharge of partially treated sewage from the Pump Station during wet weather contributes to the impairment of section 12 of the Mohawk River.

12. ECL §17-0803 provides:

Except as provided by subdivision five of section 17-0701 of this article [not applicable], it shall be unlawful to discharge pollutants to the waters of the state from any outlet or point source without a SPDES permit issued pursuant hereto or in a manner other than prescribed by such permit . . . ; and

6 NYCRR Part 750-1.2 provides:

1. (a) Whenever used in this Part, unless a different meaning is stated in a definition

applicable to only a portion of this Part, the following terms will have the meanings set forth below:

(87) Stormwater means that portion of precipitation that, once having fallen to the ground, is in excess of the evaporative or infiltrative capacity of soils, or the retentive capacity of surface features, which flow or will flow off the land by surface runoff to the waters of the state.

(95) Wastewater means water that is not stormwater, is contaminated with pollutants and is or will be discarded.

13. The permit authorizes Respondent to operate Outfall 002 as a CSO. Because there were direct sanitary sewage discharges to the Pump Station via a separate sanitary sewage line, Respondent historically operated Outfall 002 as an SSO.

14. ECL §17-0509 requires Respondent to provide effective secondary treatment as a minimum degree of treatment prior to the discharge of sanitary sewage into the surface waters of the state.

15. Therefore, Respondent violated the provisions of ECL §17-0803, ECL §17-0509, the permit, and 6 NYCRR Part 750-2.1(I). Pursuant to ECL §71-1929, Respondent is liable for a penalty of up to Thirty-Seven Thousand Five Hundred Dollars (\$37,500) per violation per day and injunctive relief.

16. On or about February 26, 2007, the Department commenced an administrative enforcement action by serving on Respondent a Notice of Hearing and Complaint. The Complaint contained four causes of action alleging that Respondent had violated the permit and ECL §17-0803 by operating Outfall 002 as an SSO, had violated 6 NYCRR Part 750-2.9 by failing to properly enact a local sewer law, had violated ECL §17-0509 by failing to secondarily treat sanitary sewage prior to discharge, and had violated ECL §17-0803, the

permit, and 6 NYCRR Part 750-2.1 by failing to timely submit a flow management plan.

Respondent submitted an Answer and an Amended Answer thereto.

17. On July 11, 2007, the Department and Respondent executed an administrative Order on Consent (#R620060823-67) ("2007 Order") to address the violations set forth in the Complaint. Among other things, the 2007 Order required Respondent to:

- Upgrade the Pump Station to eliminate the SSO by October 31, 2014;
- Take interim measures to reduce flow to the Pump Station;
- Enter into Inter-Municipal Agreements (IMAs) and/or other enforceable legal instruments to ensure the County's authority to implement an offset program with the upstream tributary communities;
- Pay a \$120,000 penalty, and fund a \$30,000 EBP;
- Create an offset program, so that any new connections to the system served by the Pump Station would have to be offset by the removal of 5 gallons for each 1 gallon added; and
- Be subject to stipulated penalties for any schedule violations.

18. Since the effective date of the 2007 Order, the County has been in compliance with its terms. The County has: implemented some interim measures to try and reduce flow to the Pump Station; required any new connections to the Pump Station to offset discharges at a 5:1 offset gallonage ratio; paid the \$120,000 penalty; performed the EBP; revised its Sewer Use Rules and Regulations; and entered into 9 IMAs for purposes of access.

19. On August 12, 2010, Respondent timely requested that the end date of the Order be extended six (6) years to December 31, 2020, based on an engineering study claiming the upgrade could not be completed earlier. In July 2011, Respondent requested that the end date of the Order be extended to December 31, 2021.

20. In settlement of Respondent's civil liability for the aforesaid violations, Respondent admits the violations set forth herein, and has waived its right to a hearing herein as provided by law and has consented to the issuing and entering of this Order on Consent pursuant to the

provisions of Articles 17 and 71 of the ECL, and has agreed to be bound by the provisions, terms, and conditions herein. Notwithstanding the foregoing, the existence of this Order or Respondent's compliance with it, shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party.

NOW, THEREFORE, having considered this matter and being duly advised, it is ordered that:

I. EFFECT ON PREVIOUS ORDERS

A. Respondents are bound by, and agree to follow and comply with the terms, provisions, and requirements set forth in this Order, including Schedule A, which is incorporated herein. Except as set forth in subparagraph I.B below, this Order supersedes and replaces, in its entirety, the 2007 Order. Except as set forth in subparagraph I.B below, upon the effective date of this Order, the 2007 Order is considered null and void. The requirements set forth in this Order are additional to, and do not affect any requirements set forth in any Orders on Consent between DEC and Respondent other than the 2007 Order.

B. 1. The following documents, reports, and their respective applicable correspondence which were developed pursuant to the 2007 Order, are hereby incorporated into and made an enforceable part of this Order:

a. Flow Management Plan and Wet Weather Operating Plan - Received 12/10/2007;

b. OCSD Sewer Overflow Response Plan - Received 10/30/2007, implemented 4/1/08 – The measures set forth in this Plan will continue to be implemented until the discharges from the Sauquoit Creek Pump Station are brought into compliance;

c. OCSD Inflow/Infiltration (I/I) Offset Plan dated January 4, 2008, as revised September 23, 2008;

d. Supplemental Report - Re-evaluation of Temporary Treatment Alternatives for the Sauquoit Creek Pumping Station Bypass - Received 12/24/2010;

e. OCSD Sauquoit Creek Pumping Station Sanitary Sewer Overflow Mitigation Plan – Received 7/7/2010;

f. OCSD 12/23/10 response to the Department's 10/27/10 comments on the Sauquoit Creek Pumping Station Sanitary Sewer Overflow Mitigation Plan.

2. The practices, schedules, and other requirements set forth in these reports and submittals, as may be amended from time to time with the approval of the Department shall remain in full force and effect, unless they are inconsistent with the requirements of Schedule A attached hereto, and in such cases, Schedule A shall control.

3. Should any future reports or facility repair and upgrades necessitate changes to the documents listed in Section I.B.1 above, any modifications to said documents may be initiated by the Department or Respondent. Any modification approved by both parties will become an enforceable component of this Order.

II. COMPLIANCE WITH ORDER

A. 1. Respondent shall comply, in a timely manner, with the terms of the attached Schedule A. Schedule A is hereby incorporated into and made an enforceable part of this Order. Respondent's failure to comply fully and in a timely fashion with any provision, term, or condition of this Order shall constitute a default and a failure to perform an obligation under this Order and the ECL, subject to the dispute resolution provisions set forth at Paragraph VI below. Schedule A, Item C.3, sets forth a final completion date for the work described therein. Respondent may request in writing the Department's consent to an

extension of any interim completion date set forth in Schedule A provided Respondent has diligently performed the work described in Schedule A, and further provided that Respondent provides to the Department in writing a technical/engineering justification in support of the extension request, prepared and certified by a professional engineer currently licensed to practice in the state of New York. The Department shall not unreasonably withhold, deny or delay its consent for an extension of any interim completion date set forth in Schedule A.

2. A list of definitions for use in this Order is set forth in Schedule B, which is incorporated into and made an enforceable part of this Order.

B. Respondent shall continue to implement the terms of the Department approved "Oneida County Sewer District, Inflow/Infiltration Offset Plan" dated April 2, 2008, including revisions thereto.

C. Once the Department completes its review of the below referenced programs and its comments are received by the Respondent, as required by Schedule A of this Order, the following documents will be incorporated into and made enforceable under this Order to the extent these programs affect wastewater discharges to Outfall 002 at the Pump Station from the Satellite Municipalities, until such time as they are made part of Respondent's SPDES Permit:

1. CMOM Program;
2. Asset Management Program; and
3. Private Property I/I Reduction Program.

III. COMPLIANCE SCHEDULE

A. The goal of this Order shall be to eliminate all SSO discharges from the Pump

Station. Respondent submitted a mitigation plan entitled, "Sauquoit Creek Pumping Station, Sanitary Sewer Overflow Mitigation Plan, Oneida County Sewer District," dated July 7, 2010 ("Mitigation Plan"), describing projects and programs to bring Outfall 002 into compliance with Respondent's SPDES Permit by December 31, 2021. The Mitigation Plan proposed to eliminate the SSO at Outfall 002 by a combination of sanitary sewer system rehabilitation upgrades to the Pump Station and WPCP. In performing the projects and programs set forth in the Mitigation Plan, Respondent shall comply with the compliance schedule in attached Schedule A, which is incorporated into and made an enforceable part hereof.

B. In the event Respondent must obtain a permit from the Department to perform work required under this Order, and the Department (i) fails to act on the review and processing of a permit application submitted by Respondent, or (ii) fails to issue a permit within the time frames set forth in the regulations implementing Article 70 of the ECL, Uniform Procedures Act, which regulations are set forth at 6 NYCRR Part 621, Respondent's time for completing work dependent on permit issuance shall be extended by the number of days the Department fails to act within the regulatory time frames. To avail itself of the relief set forth in this paragraph, Respondent must make all best efforts and exercise all due diligence in submitting timely, accurate, and complete applications for any applicable permit. The parties acknowledge that the construction season for exterior work to be performed under this Order runs from April 1 to November 30. If any extension of time pursuant to this paragraph pushes Respondent's exterior work outside of the construction season for any calendar year, Respondent's extension shall carry forth to the next

construction season. Respondent shall begin the work at the start of the next construction season.

IV. SETTLEMENT AND RESERVATION OF RIGHTS

A. Upon completion of all obligations created in this Order, all the Department's claims for civil or administrative penalties arising from the allegations set forth in this Order, as well as all bypasses from Outfall 002 of which the Department has knowledge up to the date of this Order, shall be deemed resolved, satisfied, and discharged against Respondent.

B. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting:

1. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action(s) or demands whatsoever that the Department may have with respect to investigatory, remedial, or corrective action or with respect to claims for natural resources damages as a result of the release or threatened release of hazardous substances, petroleum, or other pollutants at or from Respondent's Pump Station and WPCP, or areas in the vicinity of Respondent's Pump Station and WPCP;

2. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent;

3. The Department's right, to the extent provided by law, to require that Respondent undertake additional measures required to protect public health or the environment, including interim remedial measures, at the Pump Station during all overflow periods;

4. The Department's right, to the extent provided by law, to enforce any provision of

the ECL, except as to those alleged violations, actions, or omissions which are addressed in this Order; and

5. Any legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands that Respondent may have against third parties for remedial or corrective action.

C. Respondent shall comply with, and be bound by, the schedules, timetables, and requirements set forth in Schedule A, and any approved reports submitted thereunder, irrespective of the availability of financial assistance from federal, state, or other sources.

D. In the event that a discharge occurs from Outfall 002 after the effective date of this Order, the Department reserves all legal or equitable rights or claims, actions, proceedings, suits, causes of action or demands whatsoever that the Department may have against Respondent regarding said discharge.

V. STIPULATED PENALTIES

In the event Respondent fails to meet Schedule A deadlines, Respondent shall, within fifteen (15) days following a written notice of a demand for payment from the Department, pay to the Department a stipulated penalty as follows:

Failure to meet Schedule A deadlines

<u>Days Overdue</u>	<u>Penalty Amount/Days overdue</u>
1 - 30	\$ 1000/day
31 - 40	\$ 1500/day
41 - 50	\$ 2000/day
51 - 60	\$ 2500/day
more than 60	\$ 5000/day

The total stipulated penalty is calculated by multiplying the days in violation or overdue by

the corresponding penalty amount. The Department shall not be precluded from taking any action authorized by law, and the Department may seek the sanctions provided in the ECL in addition to assessing stipulated penalties as set forth in this Order. Should the Department seek penalties and/or sanctions beyond those stipulated in this Order, the Respondent shall be provided all rights mandated by applicable law and regulation.

VI. DISPUTE RESOLUTION

A. The parties recognize that in the course of the design, construction, and modification of this Order, and projects/tasks required by this Order, disputes may arise between the parties regarding the appropriateness of any disapproval by the Department of a required submittal by the Respondent, conditions attached to the Department's approval of a required submittal, whether DEC has appropriately rejected a modification requested by Respondent pursuant to Paragraph XII, whether a force majeure event has in fact occurred, any other determination by the Department under this Order, or the Respondent's compliance with the terms of this Order. In the event such a dispute arises, it shall be resolved as follows.

B. If the Department disapproves a submittal required by Respondent under this Order, approves a required submittal with conditions that Respondent deems unacceptable, makes any other determination that Respondent has violated this Order, or declines to agree to an Order modification requested by Respondent pursuant to Paragraph XII, then the Department's Region 6 Regional Engineer shall issue a written determination ("DEC Determination") to Respondent setting forth the basis for disapproval of the submittal, conditional approval of the submittal, other basis for determining that Respondent has

violated this Order, or basis for not agreeing to a requested Order modification. If Respondent disputes the DEC Determination, Respondent may seek to resolve the dispute by requesting informal negotiations with the Department. Upon such a written request by the Respondent, the Department and Respondent shall make reasonable efforts to resolve the dispute through informal negotiations. The Department shall make all good faith efforts to meet with and/or discuss the dispute in question with Respondent, as soon as practicable, and the parties shall make reasonable efforts to resolve the dispute through informal negotiations. Unless both parties agree in writing otherwise, the time to conclude informal negotiations shall terminate thirty (30) days from the day Respondent receives the DEC Determination. If the dispute is resolved through informal negotiations, then the agreed upon resolution shall be incorporated into this Order. If the dispute is not resolved through informal negotiations, the disputed DEC Determination shall be binding upon Respondent, unless Respondent invokes the remedies set forth in paragraphs VI.C or VI.D below.

C. Respondent may, within seven (7) days after the termination of the informal negotiation period set forth above, submit a written request to the Department to the individual set forth in Paragraph XVIII below, seeking review of the dispute by the Assistant or Deputy Commissioner for Water Resources (Decision-Maker). The parties shall have twenty (20) days after Respondent's request is delivered to the Decision-Maker to present their arguments to the Decision-Maker, who shall have ten (10) more days to issue a decision. Any decision issued by the Decision-Maker shall be final and binding upon the parties, unless Respondent invokes the remedy set forth in paragraph VI.D below.

D. Respondent shall also have the right to challenge a DEC Determination or a

decision by the Decision-Maker in an Article 78 proceeding in New York State Supreme Court for Oneida County. To do so, Respondent must commence the Article 78 proceeding within thirty (30) days of the termination of the informal dispute resolution period or twenty (20) days after receiving a written decision from the Decision-Maker. If such a proceeding is commenced, any DEC Determination or written decision by the Decision-Maker hereunder shall be deemed to be final agency action. If Respondent does not commence an Article 78 proceeding within thirty (30) days of receiving the DEC Determination, then Respondent shall waive the right to challenge the DEC Determination and the assessment of any penalties, if applicable and appropriate, associated with the DEC Determination. The parties may agree, in writing, and on a case-by-case basis, to extend the time period within which Respondent must commence an Article 78 proceeding to challenge a particular DEC Determination. Respondent shall have no right to any formal administrative review of a DEC Determination.

E. In any Article 78 proceedings, challenging a DEC Determination, service of the petition and accompanying papers commencing the proceeding, and all subsequent papers, shall be made by Respondent on the state in accordance with Paragraph XVIII below or to such other individuals as the Department shall designate pursuant thereto. Service on those individuals shall be deemed valid service on the Department.

F. If, in the case of a challenge by Respondent to a DEC Determination disapproving a submittal required under this Order or approving a required submittal with conditions that Respondent considers unacceptable, the submittal is found to have been approvable as submitted, then no penalties or interest may be assessed and subsequent

milestone dates shall be extended appropriately, as agreed upon by Respondent and the Department or as otherwise determined by the court. If the submittal is found to have been properly disapproved, then penalties and interest, if applicable and appropriate, shall be assessed from the date of the DEC Determination, subject to the minimum notice requirements of this Order, and the subsequent milestone dates shall not be extended, unless otherwise agreed upon by the state and Respondent, or ordered by the court, for good cause shown by Respondent.

G. If, in the case of a challenge by Respondent to a DEC Determination rejecting an Order modification requested by Respondent pursuant to Paragraph XII, the DEC Determination is found to be arbitrary and capricious, then no penalties or interest may be assessed and subsequent milestone dates shall be extended appropriately, as agreed upon by Respondent and state, or as otherwise determined by the court. If the DEC Determination rejecting the modification is found to have been properly disapproved, then penalties and interest, if applicable and appropriate, shall be assessed from the date of the DEC Determination, subject to the minimum notice requirements of this Order, and the subsequent milestone dates shall not be extended, except unless otherwise agreed upon by the state and Respondent, or ordered by the court, for good cause shown by Respondent.

H. If, in the case of a challenge by Respondent to a DEC Determination predicated on a claim of force majeure by Respondent, the DEC Determination is found to be arbitrary and capricious, then no penalties or interest may be assessed, and subsequent milestone dates shall be extended appropriately, as agreed upon by Respondent and DEC, or as otherwise determined by the court. If Respondent's claim of force majeure is rejected, then penalties

and interest, if applicable and appropriate, shall be assessed from the date of the DEC Determination, subject to the minimum notice requirements of this Order, and subsequent milestones shall not be extended.

I. In the case of any other challenge by Respondent to a determination by the Department issued hereunder (including, but not limited to, a challenge to a DEC Determination that Respondent has failed to timely submit a Quarterly Progress Report as defined below, failed to submit any other report required hereunder on time, etc.), if the DEC Determination is upheld then penalties and interest, if applicable and appropriate, shall be deemed due and payable when originally assessed by the Department, subject to the minimum notice requirements of this Order. Regardless of whether or not the DEC Determination is upheld, the bringing of such a challenge by Respondent, pursuant to this Paragraph VI.I, shall in no way result in an extension of any milestone dates under this Order.

J. The state shall have the right to enforce any decision by the Decision-Maker or an Order of the New York State Supreme Court for Oneida County, and any other obligation of Respondent hereunder, in New York State Supreme Court for Oneida County. Respondent consents that the state may commence an action in that court to enforce any obligation, and that service of the papers commencing the action shall be deemed valid and complete service on Respondent.

VII. FORCE MAJEURE

Respondent shall not be liable for any penalty under this Order or be subject to any proceedings or actions for any remedy or relief, if it cannot comply with any requirements of

this Order, because of an act of God, war, strike, a court ruling, riot, or other such condition as to which willful misconduct, negligence or other action or failure to act on the part of Respondent was not a proximate cause; provided however, that Respondent shall immediately notify the Department in writing when it obtains knowledge of any such condition and shall request an appropriate extension or modification of the provisions hereof.

VIII. ACCESS

To ensure compliance with this Order, the ECL, and rules and regulations thereunder, authorized representatives of the Department shall be permitted access to those premises over which Respondent has control at all reasonable times in order to make inspections to see that Respondent is in compliance.

IX. FAILURE, DEFAULT AND VIOLATION OF ORDER

Respondent's failure to comply with any provision of this Order shall constitute a default and a failure to perform an obligation under this Order and shall be deemed to be a violation of both this Order and the ECL.

X. INDEMNIFICATION

Respondent shall indemnify and hold harmless the Department, the state of New York, and their representatives and employees for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and its successors (including successors in title) and assigns.

XI. BINDING EFFECT

This Order is binding upon Respondent, its agents, employees, successors, assigns,

and all persons, firms, and corporations acting subordinate thereto. Respondent's employees, servants, and agents shall be instructed to comply with the relevant provisions of this Order in the performance of their designated duties on behalf of Respondent.

XII. MODIFICATION

No change or modification to this Order shall become effective except as specifically set forth in writing and approved by the Commissioner or a duly authorized representative.

XIII. REPORTING REQUIREMENTS

Starting March 31, 2012, and lasting until termination of this Order, Respondent shall submit to the Department for review and comment a quarterly progress report ("Quarterly Progress Report") summarizing the status and progress for all engineering investigations and evaluations, management programs, approved schedules, completed milestones, completed sanitary sewer rehabilitation, an assessment of the effectiveness of the completed rehabilitation, and completed capital improvement projects and facilities upgrades required by this Order. The Quarterly Progress Report shall also include any changes in key personnel, a summary of any new flows added to the Oneida County Sewer District within the Satellite Municipalities, and corresponding I/I removed from the Satellite Municipalities within the Oneida County Sewer District to conform to the 5:1 offset, as well as the locations of the removals/additions. The Quarterly Progress Report shall be due thirty (30) days after the corresponding calendar quarter.

XIV. ENTIRE ORDER

The provisions of this Order constitute the complete and entire Order issued to the Respondent concerning resolution of the violations identified in Paragraphs 2 through 19 this

Order. No term, condition, understanding, or agreement purporting to modify or vary any term hereof shall be binding unless made in writing and subscribed by the party to be bound, pursuant to Paragraph XII of this Order. No informal oral or written advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, comment, or statement made or submitted by Respondent shall be construed as relieving Respondent of its obligations to obtain such formal approvals as may be required by this Order.

XV. AUTHORITY TO SIGN

The persons signing this Consent Order represent that they have full authority to bind the respective parties which they represent.

XVI. EFFECTIVE DATE

The effective date of this Order is the date on which the Commissioner or his representative signs this Order.

XVII. TERMINATION

This Order shall be deemed completely satisfied and shall terminate upon: (1) Respondent's payment of any due civil penalties; (2) Respondent's written certification, and DEC's written verification, of timely completion of the compliance requirements set forth in paragraph I.B.1, paragraph III.A, and Schedule A of this Order; and (3) the inclusion of the documents set forth in paragraph II.C into Respondent's SPDES permits.

XVIII. SUBMISSIONS

All penalties required under this Order will be sent to:

Department of Environmental Conservation
317 Washington Street

Watertown, New York, 13601-3787
Attention: Regional Attorney

All submissions required under this Order, other than penalties, will be sent to:

Regional Engineer
Department of Environmental Conservation
317 Washington Street
Watertown, New York, 13601-3787

- and -

Director, Bureau of Water Permits
Department of Environmental Conservation
Division of Water
625 Broadway, 4th Floor
Albany, NY 12233

-and-

Project Manager
North/Western Projects Section
New York State Environmental
Facilities Corporation
634 Broadway
Albany, NY 12207-2997

All submissions of a legal nature under this Order shall be sent to:

Chief, Water Bureau
Department of Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, NY 12233

XIX. PLAN APPROVAL

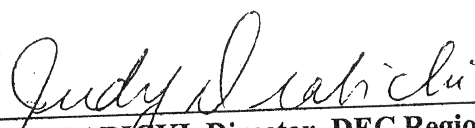
"Approvable" within the context of this Order shall mean approved by the Department with only minimal revision. Minimal revision will mean revised and resubmitted to the Department within thirty (30) days of notification by the Department of revisions that are

necessary.

Dated: Albany, New York
December 12, 2011

**JOSEPH J. MARTENS, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

By:



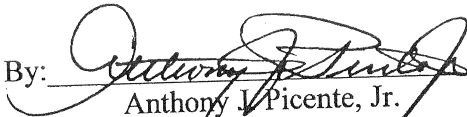
JUDY DRABICKI, Director, DEC Region 6

EDMS#395667

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives its right to a hearing herein as provided by law, and agrees to be bound by the provisions, terms, and conditions contained in this Order.

ONEIDA COUNTY

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


Title: County Executive

Date: 12-7-11

MUNICIPAL ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS.
COUNTY OF ONEIDA)

On this 7th day of December, 2011, before me personally appeared Anthony J. Picente, to me known, who being by me duly sworn, did depose and say that he resides in New York, that he is the County Executive of the County of Oneida, the municipal corporation described and which executed the foregoing instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such seal; that it was so affixed by Order and authority of the Board of Legislators of said municipal corporation, and that he signed his name thereby by like Order and authority.


State of New York Notary Public
Commission expires

JUDI A. SMITH
Notary Public in the State of New York
Qualified in Oneida County 04SM4950669
My Commission Expires May 8/15

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SCHEDULE A- COMPLIANCE SCHEDULE

Within 14 days of the effective date of this Order, Respondent shall provide all Oneida County Sewer District tributary municipalities with a copy of this Order and submit proof of service to the Department.

To settle violations of the New York State Environmental Conservation Law, the above referenced Respondent shall, on or before the dates indicated, comply with the following:

A. Engineering Investigations and Evaluations

1. By June 30, 2012, Respondent shall submit to the Department for review and approval an engineering report ("Dye Testing and Storm Sewer Evaluation Report") to verify suspected indirect or direct stormwater connections entering the sanitary sewer system. The extent of the dye testing and storm sewer inspections shall be at the discretion of the Respondent based on previous evaluations and general knowledge of the sanitary sewer system. The evaluations and Dye Testing and Storm Sewer Evaluation Report shall be performed in accordance with sound engineering practices.

2. By June 30, 2012, Respondent shall complete inspections of identified and accessible sanitary manholes and submit to the Department for review and approval an engineering report ("Manhole Evaluation Report - Phase II") identifying sources and estimated quantities of I/I entering the sanitary sewer system through defective sanitary manholes. Manhole Evaluation Report - Phase II shall include the remaining manholes that were identified, accessible, and that were not inspected during initial evaluations summarized in "Sauquoit Creek Pumping Station Basin, Sanitary Sewer Manhole Inspection, Data Summary, Oneida County Sewer District," dated July 2010. The manhole evaluations and Manhole Evaluation Report - Phase II shall be performed in accordance with sound engineering practices.

3. By April 30, 2013, Respondent shall perform closed circuit television (CCTV) evaluations and submit to the Department for review and approval an engineering report ("Sewer Television Inspection Report - Phase II") identifying sources and estimated quantities of I/I entering the sanitary sewer system. The CCTV evaluations and Sewer Television Inspection Report - Phase II shall include approximately fifty (50) percent of the remaining sanitary sewer segments that were not televised during the initial evaluations summarized in "Sauquoit Creek Pumping Station Basin, Sanitary Sewer Television Inspection, Data Summary, Oneida County Sewer District," dated July 2010. CCTV inspections and Sewer Television Inspection Report - Phase II shall be performed in accordance with sound engineering practices.

4. By August 31, 2012, Respondent shall develop and submit to the Department for review and approval an engineering report ("Sauquoit Creek Pump Station" or "SCPS Evaluation Report") for expanding the pumping capacity of the Pump Station. The SCPS Evaluation Report shall include at a minimum: a) brief history of the Pump Station including past upgrades; b) current effective capacity of the Pump Station and force main; c) assessment of equipment condition; d) assessment of operational redundancy; e) make recommendations for upgrades; f) description of proposed upgrades within preliminary basis of design; g) details necessary to develop engineering plans and specifications; h) preliminary cost estimates for proposed upgrades; and i) implementation schedule of deadlines for key milestones, including submission of required engineering plans and specifications, and construction start and completion dates for all proposed upgrades. The SCPS evaluations and SCPS Evaluation Report shall be performed in accordance with sound engineering practice, Department standards, and generally accepted industry guidance.

5. By August 31, 2012, Respondent shall develop and submit to the Department for review and approval an engineering report ("Water Pollution Control Plant" or "WPCP Evaluation Report") for expanding the treatment capacity of the WPCP. The WPCP Evaluation Report shall consider future growth and compliance with applicable state and federal regulations. The WPCP evaluations and WPCP Evaluation Report shall be performed in accordance with sound engineering practice, Department standards, and generally accepted industry guidance. Respondent shall have the option to submit to the Department a single report or two separate reports that address the requirements of subsections A.4 and A.5 of this Compliance Schedule.

6. Respondent shall submit a "Treatment System Supplement" to the SSO Mitigation Plan for Department review and approval within 60 days after approval by the Department of the SCPS Evaluation Report and the WPCP Evaluation Report that incorporates the data and remedial strategy developed subsequent to the SCPS and WPCP evaluations. Once approved, the "Treatment System Supplement" is thereby incorporated into and made an enforceable part of this Order.

7. By May 31, 2014, Respondent shall submit a "Collection System Supplement" to the SSO Mitigation Plan for Department review and approval that incorporates the data and remedial strategy developed subsequent to the cumulative completion of the Dye Testing and Storm Sewer Evaluation Report, Manhole Evaluation Report - Phase II, Sewer Television Inspection Report - Phase II, and Sewer Television Inspection Report - Phase III. Once approved, the "Collection System Supplement" is thereby incorporated into and made an enforceable part of this Order.

8. By April 30, 2014, Respondent shall perform closed circuit television (CCTV) evaluations and submit to the Department for review and approval an engineering report ("Sewer Television Inspection Report - Phase III") identifying sources and quantities of I/I

entering the sanitary sewer system. The CCTV evaluations and Sewer Television Inspection Report - Phase III shall include the remaining sanitary sewer segments that were not televised during the initial evaluations summarized in "Sauquoit Creek Pumping Station Basin, Sanitary Sewer Television Inspection, Data Summary, Oneida County Sewer District" dated July 2010, and CCTV inspections performed pursuant to Subsection A.3 of this Compliance Schedule. CCTV evaluations and Sewer Television Inspection Report - Phase III shall conform to the requirements pursuant to Subsection A.3 of this Compliance Schedule.

B. Management Programs

1. By March 31, 2012, Respondent shall develop and submit to the Department for review and comment a proposed flow monitoring program ("Flow Monitoring Program") with an implementation and annual reporting schedule to assess the effectiveness of completed sanitary sewer rehabilitation projects and to predict the anticipated I/I reduction for future rehabilitation projects. Flow monitoring shall be conducted in strategic locations and at appropriate intervals to make such assessments. Flow monitoring results and assessments shall be documented annually in the first Quarterly Progress Report to be submitted in 2013 pursuant to Paragraph XIII of this Order.

2. By June 30, 2012, Respondent shall develop and submit to the Department for review and comment a proposed program outline with an implementation schedule that includes coordination with the Satellite Municipalities ("Private Property I/I (PPI/I) Reduction Program") to reduce I/I sources from private property within the Satellite Municipalities. Implementation of the Private Property I/I (PPI/I) Reduction Program must commence by May 31, 2013.

3. By June 30, 2012, Respondent shall develop and submit to the Department for review and comment a proposed capacity, management, operations and maintenance program outline with an implementation schedule that includes coordination with the Satellite Municipalities ("CMOM Program") to control sanitary flows from Satellite Municipalities through efficient performance and proper operation and maintenance of the sanitary sewer system. The Respondent shall be responsible for CMOM Program oversight of Satellite Municipalities, including implementation and enforcement. The CMOM Program shall be developed in accordance with EPA's "Guide for Evaluating Capacity, Management, Operation, and Maintenance ("CMOM") Programs at Sanitary Sewer Collection Systems," EPA 305-B-05-002 (January 2005) and generally accepted industry guidance. Implementation of the approved CMOM program must commence by May 31, 2013.

4. By December 31, 2021, Respondent shall develop and submit to the Department for review and comment a proposed asset management program ("Asset Management Plan") for the long-term sustainability of County owned equipment related to the WPCP, pumping

stations, and sanitary sewer system. The Asset Management Plan shall be limited to equipment valued at more than \$50,000.

C. Remedial Measures

1. Upon the effective date of this Order, Respondent shall be obligated to ensure that sources of I/I entering the sanitary sewer system recommended for rehabilitation through engineering evaluations performed pursuant to Subsections A.1, A.2, A.3, A.7, and A.8 of this Compliance Schedule shall be remediated in accordance with the recommendations until compliance with this Order is achieved. Sanitary sewer rehabilitation shall be phased annually based on the compliance due date of December 31, 2021, and annual rehabilitation shall be scheduled pursuant to Subsection D of this Compliance Schedule. Each calendar year, Respondent shall mitigate identified sources of inflow/infiltration in locations that are part of or that collectively comprise a minimum of ten (10) miles of sanitary sewers. Mitigation may include a combination of pipe rehabilitation, pipe replacement, manhole rehabilitation, stormwater cross connection repairs, private property inflow/infiltration source removal, stormwater facilities to accommodate inflow/infiltration source removal, and removal of other inflow/infiltration sources. This mitigation work will continue until the "Collection System Supplement" described in subsection A.7 of this Compliance Schedule has been approved by the Department. If Respondent mitigates more than the annual minimum during any calendar year, Respondent may "bank" the excess and apply bank credits to an upcoming calendar year to demonstrate compliance with this Subsection. Upon completion, sanitary sewer rehabilitation work performed pursuant to this Subsection shall be eligible for credit to offset new sanitary sewer connection(s) and/or extension(s) in accordance with "Oneida County Sewer District, Inflow/Infiltration Offset Plan," dated April 2, 2008, as revised September 23, 2008. Offset credits obtained pursuant hereto may only be applied within the Satellite Municipalities tributary to SSO Outfall 002 that are subject to the *Oneida County Sewer District Inflow/Infiltration Offset Plan*, dated April 2, 2008, as revised September 23, 2008.

2. By December 31, 2016, Respondent shall complete the construction of the "Semi-Permanent Alternative" as described and recommended in "Supplemental Report, Re-Evaluation of Temporary Treatment Alternatives for the Sauquoit Creek Pumping Station Bypass," dated December 2010. Construction of a new force main shall be eligible for bank credits as described in Subsection C.1 of this Compliance Schedule. Respondent shall be responsible to obtain all required regulatory reviews, permits, and approvals, including an approved engineering report and engineering plans and specifications. In the event that Respondent determines the Semi-Permanent Alternative is not technically feasible based on engineering evaluations performed pursuant to Subsections A.4, A.5, and A.6 of this Compliance Schedule, or it is determined that the Semi-Permanent Alternative will not be required to eliminate the SSO at Outfall 002, Respondent shall submit such a determination with supporting engineering documentation to the Department for review and approval.

3. Upon Department approval of the SCPS Evaluation Report performed pursuant to Subsection A.4 of this Compliance Schedule, Respondent shall be obligated to construct the proposed upgrades in substantial conformance with recommendations made. Respondent shall be responsible to obtain all required regulatory reviews, permits, and approvals, including approved engineering plans and specifications. Construction of the upgrades shall be based on a compliance due date of December 31, 2021. In the event that Respondent determines that SCPS upgrades are not technically feasible based on engineering evaluations performed pursuant to Subsection A.4 and A.5 of this Compliance Schedule or SCPS upgrades are not required to successfully eliminate the SSO at Outfall 002, Respondent shall submit such a determination with supporting engineering documentation to the Department for review and approval.

4. Upon Department approval of the WPCP Evaluation Report performed pursuant to Subsection A.5 of this Compliance Schedule, Respondent shall construct the proposed upgrades in substantial conformance with recommendations made. Respondent shall be responsible to obtain all required regulatory reviews, permits, and approvals, including approved engineering plans and specifications. Construction shall be based on a compliance due date of December 31, 2021. In the event that Respondent determines that WPCP upgrades are not technically feasible based on engineering evaluations performed pursuant to Subsection A.5 of this Compliance Schedule or is not required to successfully eliminate the SSO at Outfall 002, Respondent shall submit such a determination with supporting engineering documentation to the Department for review and approval.

D. Annual Work Plan

Starting on the last day of the month that shall be the month that is 90 days after the effective date of this Order, Respondent shall submit to the Department for review and approval the first annual plan ("Annual Work Plan") of sanitary sewer rehabilitation and facility upgrades for the upcoming calendar year. Each year thereafter until the termination of this Order, Respondent shall submit a revised Annual Work Plan. The subsequent Annual Work Plans shall be due by January 31 of each year. Annual Work Plans shall indicate Respondent's progress in completing work identified in prior Annual Work Plans in summary format and Respondent's intended future efforts to mitigate the SSO at Outfall 002 pursuant to Subsection C. of this Compliance Schedule. Annual Work Plans shall include Department approved construction schedules submitted in accordance with this Compliance Schedule. Significant deviations from an approved Annual Work Plan must be applied for in writing and approved by the Department, which approval shall not be unreasonably withheld, denied, or delayed. The Annual Work Plan shall include proposed mitigation measures which, at a minimum, satisfy the milestone set forth in Subsection C.1 of this Compliance Schedule. Upon approval by the Department, the schedules contained in the Annual Work Plans will be affixed to and become an enforceable part of this Order.

SCHEDULE B- DEFINITIONS

Terms used in this Order which are defined in Article 17 of the Environmental Conservation Law of the State of New York (ECL) or in regulations promulgated under Article 17 of the ECL shall have the meaning ascribed to them in Article 17 of the ECL or in the regulations promulgated thereunder. Whenever the terms listed below are used in this Order, the following definitions shall apply:

1. "CCTV" shall mean an inspection technique that uses a closed-circuit television camera to observe the interior condition of a sanitary sewer segment.
2. "CMOM" shall mean capacity, management, operations, and maintenance program of accepted industry practices to properly manage, operate, and maintain sanitary wastewater collection, transmission, and treatment systems.
3. "Consent Order" or "Order" shall mean Consent Order R620060823-67 and all appendices hereto, including any amendments thereto.
4. "Oneida County" or "County" shall mean Oneida County, New York, and any of its successor departments or agencies, as well as any contractors, consultants, or agents representing the County.
5. "Department" shall mean the New York State Department of Environmental Conservation and any of its successor departments or agencies.
6. "Department standards" shall mean the 2004 edition of Recommended Standards for Wastewater Facilities by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers.
7. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
8. "Force main" means any pipe that receives and conveys wastewater under pressure from the discharge side of a pump installed in a pump station.
9. "Infiltration" shall mean water other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes, as provided in 6 NYCRR Part 750-1.2(a)(45).
10. "Inflow" shall mean water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross-connections between storm sewers and sanitary sewers, catch

basins, cooling towers, stormwater, surface runoff, street wash waters, or drainage, as provided in 6 NYCRR Part 750-1.2(a)(46).

11. "I/I" shall mean the total quantity of water from Infiltration and Inflow without distinguishing the source.
12. "Outfall 002" shall mean the terminus of the overflow sewer at the SCPS at the point of emergence with the Mohawk River, as defined in SPDES permit NY-0025780.
13. "Permit" or "SPDES Permit" shall mean State Pollutant Discharge Elimination System (SPDES) permit number NY-0025780 issued to the County pursuant to Title 8 of Article 17 of the Environmental Conservation Law of New York State for the WPCP and any future extended, modified, or reissued permit therefore.
14. "Sanitary Sewer Overflow" or "SSO" shall mean any spill, release, or bypass of wastewater from the sanitary sewer system to the waters of the state, as well as any release of wastewater from the sanitary sewer system to public or private property that are not caused by blockages, flow conditions, or malfunctions in a private lateral or conveyance system that is not owned or operationally controlled by the County or Satellite Municipality.
15. "Sanitary sewer segment" shall mean that part of a sewer line that is between one manhole and the next closest manhole on the sewer line in question.
16. "Sanitary sewer system" means the wastewater collection and conveyance system tributary to the SCPS that is owned or operated by the County or Satellite Municipality (including all pipes, force mains, gravity sewers, pump stations, manholes, and appurtenances thereto, but does not in any way include private laterals) that is designed to collect and convey municipal sewage (domestic, commercial, or industrial).
17. "Satellite Municipality" or "Satellite Municipalities" shall mean an incorporated political subdivision within or partly within the Oneida County Sewer District that conveys sanitary sewage to the SCPS which includes the town of New Hartford, town of Paris, town of Whitestown, village of Clayville, village of New Hartford, village of New York Mills, village of Oriskany, village of Yorkville, and the village of Whitesboro.
18. "SCPS" or "Pump Station" shall mean the Sauquoit Creek Pump Station which is owned and operated by the County and is located in the village of Yorkville, town of Whitestown, New York.
19. "WPCP" shall mean the Oneida County Water Pollution Control Plant, including all of its components, located at 51 Leland Avenue, Utica, New York.

March __, 2013

County of Oneida,
State of New York

Ladies and Gentlemen:

We are bond counsel to the County of Oneida, New York (the "County") and have been requested to render our opinion concerning matters relating to improvements for the Oneida County Sewer District (the "District") pursuant to the provisions of Section 268 of the County Law (the "County Law") of the State of New York (the "State").

In connection therewith we have examined:

1. The Constitution of the State and such statutes and regulations thereof, including particularly Sections 254 and 268 of the County Law and the State Environmental Quality Review Act, as we have deemed relevant for purposes of the opinions expressed herein;
2. A copy of the map, plan and report prepared pursuant to Section 268 of the County Law in connection with the increase and improvement of the District;
3. A copy of the application to the State Comptroller for consent to expend monies for the increase and improvement of the District (the "Application");
4. Copies of the following relating to the establishment of the District, certified to our satisfaction:
 - (a) A resolution of the County Legislature of the County (the "County Legislature"), adopted pursuant to Section 268 of the County Law calling a public hearing upon the question of the increase and improvement of the District (the "Order"); and
 - (b) a resolution of the County Legislature dated _____, 2013, making the determinations described in subdivision 1 of Section 268 of the County Law (the "Resolution");
5. Duplicate originals or copies certified to our satisfaction of a printer's affidavit with respect to the publication of the notice of public hearing.

6. Such other local laws of the County, and resolutions and other proceedings of the County Legislature as we have deemed relevant for purposes of the opinions expressed herein.

In rendering the opinions expressed herein we have assumed (i) the accuracy and truthfulness of all records, documents and proceedings examined by us which have been executed or certified by officials and officers acting within the scope of their official capacities, and have not independently verified the accuracy and truthfulness thereof, (ii) the accuracy and completeness of the information set forth in the map, plan and report including compliance therewith with the requirements set forth in Section 253 of the County Law, and (iii) and all boundary descriptions and descriptions of improvements included in the Application and express no opinion with respect thereto.

Based upon the foregoing it is our opinion that:

- (i) The application contains all of the information required by applicable statutes and regulations.
- (ii) The County, in relation to the increase and improvement of the District for which the permission of the State Comptroller is sought, has undertaken all actions and proceedings required by applicable statutes.
- (iii) The increase and improvement of the District has been duly authorized by the County Legislature, as required by applicable statutes, with the exception of the consent of the State Comptroller.
- (iv) Based upon discussions with County officials, such officials are not aware of any material pending or threatened lawsuits or claims relating to the District or the proposed increase and improvement.
- (v) Any assessments, charges or rents to be levied or imposed to finance the improvements for the District are authorized by statute and all necessary action has been taken by the County to authorize the levy of such assessments, charges or rents.

The scope of our engagement in relation to the increase and improvement of the District has extended solely to the examination of the facts and law incident to rendering the opinions expressed herein. We express no opinion, and no opinion should be inferred from the foregoing, with respect to the improvements described in any map, plan, report or other material or

County of Oneida
March __, 2013
Page 3

documents prepared in connection with the improvements for the District, their design, their fitness or suitability for the purposes for which they are intended, or with respect to any estimate of the cost or expense thereof, the levels of and/or computation formulae for any assessments or levies to be imposed to pay the same or debt service on any obligations issued for the financing thereof, or the amounts of any user fees with respect thereto.

The State Comptroller may rely upon the opinions expressed herein as if the same had been addressed to him.

Very truly yours,

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

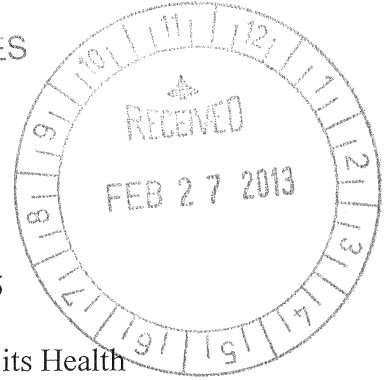
ADMINISTRATION

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

January 7, 2013

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

FN 20 13 102
HEALTH & HUMAN SERVICES
WAYS & MEANS



Dear Mr. Picente:

Re: HRI Contract Number: 3492-05

Attached are three (3) copies of an amendment between Oneida County through its Health Department and Health Research, Inc. (HRI)

This amendment provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first-degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 that meet financial qualifications may be enrolled for comprehensive breast and cervical cancer screening and associated diagnostic testing. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. Also eligible to apply for services are women who are asymptomatic for breast and cervical cancer.

The term of this agreement shall become effective on June 30, 2012 and remain in effect through June 29, 2013. Reimbursement is in the amount of \$57,695 and is 100% federally funded.

The reason this agreement is being forwarded for signature after the effective date is due to the late receipt of amendment. This is not a program mandated by Public Health Law.

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

Sincerely,

Handwritten signature of Patrice A. Bogan in cursive.

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

attachments
ry

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

Handwritten signature of Anthony J. Picente, Jr. in cursive, written over a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date: 2/26/13

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

NAME AND ADDRESS OF VENDOR: Health Research, Inc.
150 Broadway – Suite 560
Menands, New York 12204

VENDOR CONTACT PERSON: Heather Elden, Contract Administrator

SUMMARY STATEMENTS: This agreement provides several stages of criteria in order to reach women requiring care. Women under the age of 40 must have a personal or first-degree family history (mother, sister or daughter) in order to be eligible to receive a screening mammogram. All women between the ages of 40 and 64 that meet financial qualifications may be enrolled for comprehensive breast and cervical cancer screening and associated diagnostic testing. Women aged 65 and over who are either not eligible for Medicare, or choose not to enroll in Medicare Part B for financial reasons, are eligible to be enrolled in the program for comprehensive breast and cervical cancer screening and associated diagnostic testing. Financial qualifications are defined as low income, defined as at or below 250% of current Federal Poverty Guideline, uninsured or underinsured for one or more of the billable screening services. Also eligible to apply for services are women who are asymptomatic for breast and cervical cancer.

PREVIOUS CONTRACT YEAR: June 30, 2011 through June 29, 2012

TOTAL: \$45,469

THIS CONTRACT YEAR: June 30, 2012 through June 29, 2013

TOTAL: \$57,695

_____ **NEW** _____ **RENEWAL** _____ **X** **AMENDMENT**
(3492-05)

FUNDING SOURCE: A4090.495 A3451

Less Revenues: _____
Federal Funds (HRI) \$57,695
County Dollars – Previous Contract \$ -0-
County Dollars – This Contract \$ -0-

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

DATE: January 7, 2013

Contract Reviewed By: _____
Nichole M. Hinman, Esq.

Date: _____

AMENDMENT #1

This Agreement, made this 6th day of Dec, 2012 by and between **HEALTH RESEARCH, INC.**, hereinafter referred to as "HRI," a domestic not-for-profit corporation, and **ONEIDA COUNTY DEPARTMENT OF HEALTH**, hereinafter referred to as "Contractor."

WHEREAS, heretofore on or about the 7th day of September, 2012, the parties hereto entered into a certain agreement regarding "Integrated Cancer Services Program", HRI Contract Number 3492-05; and,

WHEREAS it is now desired to amend that provision of such contract designated as "Total Contract Amount", and to substitute a new budget identified as Exhibit "B" Revised.

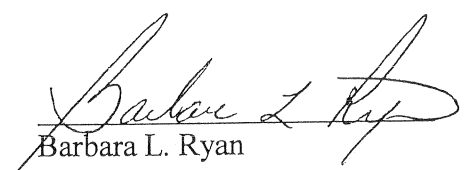
NOW THEREFORE, it is mutually agreed by both parties the "Total Contract Amount" of Agreement HRI Contract Number 3492-05 will be **\$57,695**.

It is further agreed, by and between the parties hereto, that said Agreement in all portions thereof, as heretofore and herein amended, shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have agreed and executed this amendment.

HEALTH RESEARCH, INC.

ONEIDA COUNTY DEPARTMENT OF HEALTH


Barbara L. Ryan
Executive Director

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

EXHIBIT B

AMENDED JANUARY 2013

Original Budget Allocation	\$52,824
New Funds	\$ 4,871
Total (w/amendment)	\$57,695

This Agreement, made this 7th day of Sept 2012 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County Department of Health
185 Genesee St.
Adirondack Bank Building
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 1U58DP00387901, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:
Integrated Cancer Services Program

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 06/30/2012 "Contract End Date": 06/29/2013
- "Total Contract Amount": \$52,824
- "HRI Project Director": Wallace, Dr. Barbara
- "Required Voucher Frequency": Monthly
- "HRI Contract Number": 3492-05
- "Catalog of Federal Domestic Assistance Number": 93.283 ("This contract is "Federally" funded.")
- "Budget Flexibility Percentage": 0 %

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - Reporting/Vouchering Instructions
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) []
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc.

Barbara L. Ryan
Name: Barbara L. Ryan
Title: Executive Director

Oneida County Department of Health
Federal ID: 15-6000460-

Anthony J. Picente, Jr.
Name: Anthony J. Picente, Jr.
Title: Oneida County Executive
Approved As to Form
ONEIDA COUNTY ATTORNEY

EXHIBIT A

CSP Program Overview

The New York State Department of Health (NYSDOH) Cancer Services Program (CSP) functions to improve access to, and utilization of, high quality, guideline-concordant cancer screening services for all residents of New York State (NYS). The NYSDOH CSP oversees the delivery of comprehensive breast, cervical and colorectal cancer screening services to eligible New York State (NYS) residents through contracts with community-based coalitions known as CSP partnerships. CSP partnerships include both the contracting agency (CSP contractor) and the area's participating health care providers and community organizations. These partnerships provide patient education, screening and diagnostic services and assist those diagnosed with cancer to obtain prompt treatment.

Contractors are expected to comply with the NYSDOH CSP Operations Manual. This manual and any updates to the manual will be provided to all contractors. Copies of the current manual may be obtained by emailing a request to canserv@health.state.ny.us

NYSDOH CSP Definitions

CSP Contractor ('contractor')

NYSDOH CSP contractors are responsible for coordinating or subcontracting for coordination of a community-based partnership in their proposed service area to offer comprehensive, age-appropriate and guideline-concordant cancer screening services. Comprehensive clinical screening services are defined as all guideline concordant screening services (breast, cervical and colorectal) to eligible men and women. CSP contractors receive a combination of funding from the federal Centers for Disease Control and Prevention (CDC) National Breast and Cervical Cancer Early Detection Program (NBCCEDP) and NYS to reimburse health care providers for eligible clinical services. CSP contractors provide services in every county of NYS.

CSP contractors are required to implement and manage the following activities of the CSP on the local level:

- Partnership building and management - build and maintain collaborative relationships with health, human service and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire service area.
- Outreach and public education - identify, educate and enroll eligible women and men from the priority populations into comprehensive, age-appropriate, guideline-concordant breast, cervical and colorectal cancer screening services.
- Screening and diagnostic services - establish systems and procedures for the provision of breast, cervical and colorectal cancer screening and diagnostic services to eligible populations, according to CSP guidelines.
- Case management - ensure that all men and women with abnormal cancer screening results are assessed for their need for case management services and are provided with such services to increase adherence to diagnostic and treatment recommendations.
- Program management - manage, coordinate and administer the program to implement all required activities and fulfill contractual agreements in a timely manner, and ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on CSP performance.

CSP Partnership ('partnership')

A CSP partnership is defined as the CSP contractor plus community partners and health care providers that collectively initiate efforts to promote and provide cancer screening.

The basic premise of a partnership is that when individuals or organizations join together, they will be more successful in their collective efforts than they could be as individuals. Note that the term "partnership" does not imply a formal, legal entity.

The partnership model was selected as the most efficacious approach to provide statewide cancer screening services. The model is based on the concept of the "community of solution," in which varieties of existing community entities contribute and mobilize their resources collectively to solve a community problem. Through the partnership model, screening programs are better able to identify and meet the diverse needs of the priority populations in communities across the state. The diagram that follows illustrates the concept of the partnership and its partners and members.

Note: Facilitated Enrollers are persons designated to assist eligible men and women with enrollment in Medicaid, Family Health Plus and other public insurance programs. Facilitated Enrollers are located at many large health care provider facilities as well as many other community partner organizations. Many clients may be eligible for significant additional benefits if they are eligible for and enrolled in public insurance programs. CSP contractors, partners and providers play

an essential role in identifying these individuals, providing current information about public insurance programs and directing them to appropriate contacts for possible enrollment.

CSP Partners ('partners')

CSP partners work with the CSP contractor to implement the required contract activities and ensure that the eligible women and men within their service area are educated, recruited and provided with age-appropriate, guideline-concordant breast, cervical and colorectal cancer screening and diagnostic services, case management services, enrollment in the NYS Medicaid Cancer Treatment Program (MCTP), and other services as needed. Community partners can identify barriers to services for their local population; and design effective strategies to overcome these barriers. Community partners are more likely to support interventions that they themselves have helped develop.

Partners can help CSP contractors reach their goals by:

- Expanding and maximizing resources.
- Coordinating program activities.
- Identifying approaches and resources to overcome obstacles to the provision of cancer screening and diagnostic follow-up for the CSP priority populations.
- Using their relationships to identify, educate and move community members to cancer screening services
- Promoting the delivery of breast, cervical and colorectal cancer screening.

Partners include community organizations (such as service clubs, senior services programs, libraries, faith-based organizations, community centers, chambers of commerce, etc.); health care providers in a variety of settings (hospitals, community health centers, local health departments, clinics, family planning providers, primary care providers, specialists, etc.); local businesses (media representatives, beauty salons and barbershops, etc.); health-related organizations (American Cancer Society, Avon Foundation, Susan G. Komen for the Cure, etc.); and government (elected officials, local health departments, etc.). Partners assist with implementation of required activities as appropriate to the mission and role of their organizations. Partners may provide a valuable source of services, promote the screening programs, and add in-kind resources.

CSP Providers ('providers')

CSP providers are defined as health care providers who have been credentialed and approved by the NYSDOH CSP to provide screening and diagnostic services to CSP clients. CSP contractors are responsible for recruiting providers to adequately address the breast, cervical and colorectal cancer screening, diagnostic and treatment referral needs of the CSP partnership.

Please see CSP Operations Manual, [Chapter 2: Partnership Required Activities and Standards](#) for additional information about provider credentialing and requirements of CSP providers.

CSP Clients ('clients')

CSP clients are defined as eligible men and women who receive at least one CSP-reimbursed breast, cervical or colorectal cancer screening or diagnostic service.

In general, the eligible populations screened through the CSP partnerships, and for whom the NYSDOH CSP reimburses for clinical services, include women ages 40 and over and men ages 50 and over who are unserved or underserved. As defined by NYS Public Health Law 2405.1, these are persons having inadequate access and financial resources to obtain cancer screening and detection services, including persons who lack health insurance or whose health insurance coverage is inadequate or who cannot meet their deductible obligations for purposes of accessing coverage under their health insurance and who are age-appropriate for breast, cervical and/or colorectal cancer screening.

Please see CSP Operations Manual, [Chapter 3: Eligibility](#) for guidance to determine CSP client eligibility.

CSP Priority Population ('priority population')

CSP priority population refers to sub-groups of the eligible population who are disproportionately affected by breast, cervical or colorectal cancers and, as a result, are of special concern to the NYSDOH CSP. These populations are the focus of outreach, recruitment and screening efforts. Priority populations include:

- Uninsured and underinsured persons ages 50-64.
- Women ages 40 and over who are rarely or never screened for cervical cancer – defined as those who have never had Pap tests or have not had Pap tests within the past five years.
- Persons who are geographically or culturally isolated.

NYSDOH provides CSP partnerships with contact information for public health insurance programs. Individuals who qualify for enrollment in public insurance programs will continue to be included in CSP screening recall protocols and processes to ensure that they are notified for and access important cancer screening services at appropriate intervals. Likewise, uninsured individuals who are not eligible for public health insurance programs will be directed to CSP partnerships by public insurance program enrollers for needed cancer screening services.

NYS Tobacco Control Integration

The NYSDOH Tobacco Control Program (TCP) implements evidence-based and promising strategies to prevent and reduce tobacco use. The program has effectively worked to increase access to cessation services and motivate smokers to try to quit through the implementation of a multi-pronged cessation approach in NYS.

Effective April 1, 2010, as required by the CDC, the NYSDOH requires CSP partnerships to implement activities to ensure that all CSP clients, at time of intake, are assessed for smoking status, and if applicable, referred to the NYS Smokers' Quitline, 1-866-NY-QUITS (1-866-697-8487). It is recommended that all CSP clients, regardless of smoking status, be sent NYS Quitcards.

NYSDOH provides CSP partnerships with the contact list for the TCP statewide Cessation Centers, who will work with CSP providers and health-care organizations, to implement systems to screen patients for tobacco use and prompt providers to offer advice and assistance to quit.

Partnership Required Activities and Standards

A. Required Activities

The NYSDOH CSP contracts with organizations to implement the CSP integrated breast, cervical and colorectal cancer screening partnerships in communities across the state. Contractors must hire staff and/or enter into subcontract(s) to implement all required activities. The contractor is the primary point of contact with the NYSDOH CSP and is responsible for ensuring all required activities and program guidelines are implemented. Activities specific to the local implementation of the required activities are developed annually through the work plan process. Work plans are routinely reviewed and revised in collaboration with contractor staff and the CSP Regional Manager (see Section H, "Reporting Requirements and Contract Monitoring" of this chapter for more information). Contractors are required to execute and manage the activities listed below under the guidance of the NYSDOH CSP.

- 1. Partnership building and management** – build and maintain collaborative relationships with health, human service and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area.

Required activities:

- Cultivate relationships (a.k.a. partnerships) with organizations such as public health agencies, public and private businesses, service and social groups, faith-based organizations, non-profit organizations, medical institutions, medical care providers, government agencies and interested individuals representing priority populations who are willing to share their resources to assist in implementing all required activities.
- Recruit partners with appropriate knowledge, skills and resources based upon current and anticipated overall partnership needs to serve the priority populations throughout the entire proposed service area. Ensure that partners include representatives from screening, diagnostic and treatment providers.
- Develop formal, active working relationships through letters of agreement, memoranda of understanding or sub-contractual arrangements with other local partners serving the priority populations.
- Conduct a minimum of four partnership meetings annually. Regularly communicate with partners and providers in writing to facilitate communication about program services and operations, review performance measures and current budget expenditures, identify gaps in services and areas for collaboration and gather input into the development of annual program work plans and budgets.
- Engage partners to assess needs, conduct education, and develop, implement and evaluate comprehensive plans for outreach and inreach activities to priority populations throughout the entire service area.
- Establish relationships with other community organizations and providers to establish referrals for client services not reimbursed by the CSP, such as child care, medical equipment or transportation.

- The medically underserved or underserved.
- Members of racial, ethnic and cultural minority populations.

CSP Contractor Staff

Personnel who fulfill one or more of the key staffing functions under the NYSDOH CSP contract are referred to as CSP contractor staff. CSP contractors are required to fulfill the five key staffing functions of partnership coordination, outreach and public education, data management, case management and fiscal management to ensure required activities are implemented.

Please see CSP Operations Manual, Chapter 2: Partnership Required Activities and Standards for additional information about key staff and functions.

NYSDOH CSP Staff

The NYSDOH CSP staff provides oversight and guidance to the CSP contractors through programmatic, administrative and fiscal technical assistance, public and healthcare provider education regarding cancer prevention and early detection, and assistance implementing effective outreach to the eligible priority populations. Additionally, NYSDOH CSP staff work with CSP contractor staff to ensure that individuals with abnormal screening results receive follow-up and case management as needed and that quality clinical services are provided by the partnerships through credentialing activities and a quality assurance program. The NYSDOH Cancer Screening Research and Evaluation Unit (a.k.a. Data Unit) provides data management support and monitors and assesses program data for NYSDOH CSP staff and CSP contractors.

NYSDOH CSP Regional Managers work with the CSP contractors to provide technical assistance regarding all aspects of contract implementation and management. Regional managers are the first point of contact for all contract questions including billing, vouchers, eligibility, reimbursement, work plans, budgets, reporting requirements and implementation of all required activities.

Cancer Survivorship

Due to early detection and improved treatments, it is estimated that nearly 800,000 New Yorkers have survived cancer. A cancer survivor is defined as an individual living with cancer, from the time of diagnosis through the remaining years of life. Numerous organizations offer services for cancer survivors, their caregivers and their families that address a wide range of issues, including medical, emotional, psychosocial, financial and legal needs. These supportive services are offered in a variety of formats across NYS. Please refer to CSP Operations Manual, [Chapter 10: Staff List](#) for contact information for survivorship initiatives.

The NYS Medicaid Cancer Treatment Program (MCTP)

In addition to screening services, the CSP partnerships provide diagnostic and case management services, and assist eligible men and women diagnosed with cancer in obtaining Medicaid coverage through the NYS MCTP. Since 2002, the MCTP has provided full Medicaid coverage for the entire treatment period for eligible men and women diagnosed with breast cancer and for women diagnosed with cervical cancer. The MCTP for women diagnosed with breast or cervical cancer is funded and administered by NYS and the Federal government. In 2006, the NYS legislation that created this program was expanded to cover treatment for colorectal and prostate cancers; coverage for colorectal cancer began on April 1, 2007 and coverage for prostate cancer began October 1, 2007. The NYSDOH CSP does not provide a prostate screening program, nor does the NYSDOH CSP support routine population-based prostate cancer screening. However, the CSP partnerships can enroll eligible men in need of prostate cancer treatment into the MCTP who are screened and/or diagnosed with prostate cancer through a CSP provider. Please see CSP Operations Manual, [Chapter 7: NYS Medicaid Cancer Treatment Program](#) for information about the implementation of the MCTP by CSP partnerships.

Public Health Insurance Programs

The NYSDOH places a high priority on identifying individuals who may be eligible for Medicaid, Family Health Plus, or other public insurance programs so that they can have access to a payment source for their complete health needs. Many CSP clients may be eligible for significant additional healthcare benefits if they are eligible for and enrolled in public insurance programs. CSP partnerships play an essential role in identifying these individuals, providing current information about public insurance programs and directing them to appropriate contacts for possible enrollment.

2. **Outreach to the priority populations** – educate and enroll women and men from the eligible priority populations into comprehensive and age-appropriate breast, cervical and colorectal cancer screening services.

The goal of outreach and education activities is to enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services. Active outreach relies on comprehensive, tailored, population-specific strategies designed to reach and enroll men and women from priority populations into clinical screening services. Active outreach entails creative approaches, beyond merely providing brochures or flyers describing the program, which is considered 'passive' outreach. Inreach activities involve approaching members of the priority populations who are using other health services (e.g., getting a flu shot, receiving care for diabetes or heart disease, etc.) and enrolling them into the Program.

Required activities:

- Deliver clear and consistent messages about breast, cervical and colorectal cancer screening that are written at appropriate reading levels for those with low health literacy skills with guidance from and review by the CSP Partner Relations and Communications Unit, using NYSDOH-developed templates when available.
- Develop and revise as appropriate a comprehensive, active outreach plan tailored to the priority populations that includes general population-based education and recruitment strategies.
- Develop and implement inreach strategies to approach members of the priority populations using other health services and enroll them into the Program.
- Develop and monitor effective strategies for educating members of the priority populations about the importance of early detection and screening for breast, cervical and colorectal cancer.
- Develop strategies to promote the services provided by the partnership and the CSP.

3. **Screening and diagnostic services** – establish systems and procedures for the provision of breast, cervical and colorectal cancer screening and diagnostic services to eligible populations according to CSP guidelines.

Required activities:

- Establish and maintain a comprehensive provider network for breast, cervical and colorectal cancer screening and diagnostic services and treatment referrals and for prostate cancer diagnostic services and treatment referrals that will maximize access to and quality of care. Ensure a sufficient number of appropriate types of providers participate in the partnership.
- Establish, maintain and update annual written agreements with providers.
- Participate in all CSP credentialing activities in order to ensure providers have unrestricted licenses and are appropriately qualified and credentialed.
- Establish systems and procedures for the provision of breast, cervical and colorectal cancer screening and diagnostic services to eligible populations, according to the Operations Manual, including 1) the development of a mechanism for obtaining required CSP client information and signed consent forms prior to initiation of clinical services; 2) a system for recalling men and women for rescreening at required intervals, including those recently enrolled in public insurance programs, such as Medicaid and Family Health Plus; 3) a method for purchase and distribution of fecal test kits for colorectal cancer (either fecal occult blood test [FOBT] or fecal immunochemical test [FIT]) and other program materials; and 4) the establishment of standing medical orders for fecal test kit distribution, development and follow-up. Clients should elect to use one of the available fecal tests, i.e., either FOBT or FIT. In instances where the use of the selected test poses a barrier to the participation of a provider or individual patient, consideration will be made for use of the alternative test.
- Develop and implement procedures for the timely follow-up of men and women with abnormal screening results to schedule them for appropriate diagnostic tests and report results to the CSP in a timely manner, as per CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Section D.
- Work with neighboring partnerships to best serve the clients within the service area and adjacent counties.
- Develop and implement procedures to refer all eligible men and women in need of treatment for breast, cervical, colorectal, or prostate cancer for enrollment in the NYS MCTP (see CSP Operations Manual, Chapter 7: NYS Medicaid Cancer Treatment Program). Secure commitment from clinical providers to treat men and women diagnosed with breast cancer, cervical cancer and/or precancerous cervical lesions, and colorectal cancer through the program who do not qualify for NYS MCTP, regardless of their ability to pay. Men screened and/or diagnosed with prostate cancer through CSP providers and who meet CSP eligibility criteria (see CSP Operations Manual, Chapter 3: Eligibility) are eligible for prostate cancer treatment coverage through the NYS MCTP. Please

note that men with a diagnosis of prostate cancer for whom the treatment plan is active surveillance are considered "in need of treatment." The NYSDOH does not currently support routine population-based screening for prostate cancer and therefore does not reimburse for prostate cancer screening.

- Ensure timely response to reviews of clinical and treatment services.
 - Ensure that CSP clients are provided with referrals to no cost or sliding fee clinics for needed services that are identified in the course of cancer screening but that are not specifically related to breast, cervical or colorectal cancer, as needed.
 - Ensure that providers will accept the CSP maximum allowable reimbursement rate schedule as payment in full.
 - Ensure that providers of screening and/or diagnostic services bill all available insurance (e.g., Medicaid) before billing the CSP.
4. **Case management** – ensure that all CSP clients with abnormal screening results are assessed for their need for case management services and are provided with such services accordingly.

Required activities:

- Assist CSP clients in need of follow-up to ensure that they receive comprehensive, coordinated care in a timely manner based on individualized needs.
 - Develop individual written care plans including periodic reassessment of clients' needs.
 - Develop relationships with community resources to help address barriers that CSP clients may encounter that challenge their ability to obtain diagnostic services, evaluation, and if necessary, treatment.
 - Provide appropriate continued reassessment and follow-up of the clients' needs throughout the duration of care and evaluate client satisfaction.
 - Ensure client is aware of the provider's recommended rescreening protocol once all diagnostic follow-up has been completed.
 - Assist Designated Qualified Entities (DQEs) with overcoming any barriers which prevent the client from meeting with the DQE for a face-to-face interview and/or the DQE informing the client of documents required for the application process. DQEs are the individuals authorized to complete applications for enrollment of men and women in the NYS MCTP for breast, cervical, colorectal, and prostate cancer treatment.
5. **Program management** – manage, coordinate and administer the program to implement all required activities and fulfill contractual agreements in a timely manner, and ensure that barriers to implementation of the required activities are addressed to reduce potential effects on CSP performance.

Required administrative activities:

- Utilize monthly performance measure reports and monthly clinical service budget monitoring tools to monitor progress and budget expenditures and identify need for improvements and changes in systems or activities. Monitor, review and revise work plans according to monthly performance measure reports and the monthly budget monitoring tool. Please contact your Regional Manager to access the most current budget monitoring assessment tool.
- Ensure timely, complete and accurate submissions of annual work plans and budgets, as requested by the NYSDOH CSP.
- Ensure timely, complete and accurate submissions of semi-annual reports as requested by the NYSDOH CSP using standardized report formats provided by the CSP.
- Ensure that the program is fully staffed and systems are in place to recruit, train, evaluate and retain all staff as needed.
- Ensure timely submission of contact information for key staff as requested by the NYSDOH CSP in order to ensure that the CSP database, public website and toll-free referral phone line database contact information are accurate and up-to-date. Note that these are maintained by the NYSDOH CSP in order to facilitate communication with partnerships and provide contact information for statewide promotion of the partnerships.
- Ensure that contractor staff (Coordinator, Outreach/Recruitment, Case Manager, Data Manager and Fiscal staff) and applicable community-based partners and providers attend CSP trainings, regional meetings and other contractor meetings as directed by the NYSDOH CSP.
- Provide proof of or exemption from workers compensation and workers disability insurance coverage and information on policies and procedures to demonstrate compliance with applicable federal regulations

governing the grant funds. Items requested as part of contract paperwork will include, but not be limited to, time and effort procedures and A-133 audit reports.

- Assess need and recruit providers to meet the clinical and geographic/access needs for the provision of cancer screening and diagnostic services.
- Maintain communication with clinical providers, laboratories, imaging facilities and partners regarding program changes, professional development opportunities and other issues related to program services and requirements.
- Ensure that providers submit all forms accurately and in a timely manner.
- Identify and facilitate access to training of DQEs to assist eligible men and women with enrollment into the NYS MCTP.
- Implement reciprocal referral system whereby CSP clients are directed to facilitated enrollers for possible enrollment in Medicaid, Family Health Plus or other public insurance programs to ensure that they receive insurance coverage for all of their health care needs. Similarly, educate facilitated enrollers for these programs about the CSP so that individuals not eligible for Medicaid programs are referred to CSP partnerships for age-appropriate, guideline concordant breast, cervical and colorectal cancer screening and diagnostic services.
- Cooperate fully with the CSP Quality Assurance team to identify providers with potential quality concerns, explore reasons for unusual data patterns, and remediate providers' clinical and data reporting deficiencies in a timely manner.
- Ensure that providers and/or contractor staff assess clients at intake for smoking status and, if applicable, refer smokers to the NYS Tobacco Control Program Quitline.
- Conduct educational visits to inform community members and decision makers about the impact of cancer, how the local CSP partnership addresses the problem, and the unmet need in the community. See CSP Operations Manual, Chapter 8: Sustainability for more information.
- Plan and implement media/promotional activities (letters to the editor, newspaper articles, etc.) publicizing CSP screening events, client testimonials and other CSP activities to increase public awareness of, and support for, the CSP.

Required fiscal management activities:

- Prepare and submit vouchers to NYSDOH CSP on a monthly basis
- Ensure prompt disbursement of funds (within 30 days of receipt of payment from HRI, Inc. or NYS) to providers and agencies for whom clinical or infrastructure claims were submitted.
- For underinsured client reimbursement, bill all third-party Payors first, with the understanding that the difference between the actual cost of an allowable service and the insurance payment may be billed to the NYSDOH CSP, provided the reimbursement from all sources does not exceed the maximum reimbursement rate. See CSP Operations Manual, Chapter 6: Reimbursement, Attachment 6-I: New York State Department of Health Cancer Services Program Reimbursement Schedule for more information.

Required data management activities:

- Submit all required forms and data (e.g., client demographics, screening and diagnostic services and treatment information) as directed by the NYSDOH CSP via the Indus online data system for clients screened by CSP providers and for whom reimbursement is requested for any clinical services. The CSP requires that Screening Intake Forms (SIFs) be submitted within 30 days of the date of finding for abnormal results and 90 days for normal results. It is important that services are reported on time so that clients can receive diagnostic and treatment services as needed and so that providers are reimbursed as soon as possible.
- Ensure timely submission of data to facilitate timely reimbursement to providers (within 30 days of receipt of payment from HRI, Inc. or NYS).
- Ensure timely submission of data to facilitate enrollment of all eligible clients into NYS MCTP.
- Conduct provider training and follow-up with providers where necessary to ensure timely and appropriate submission of all required forms and data.
- Promptly obtain missing or corrected information from providers.
- Promptly distribute monthly data reports received from the NYSDOH CSP to the appropriate entities.

Key Staff and Functions

In addition to ensuring partnership required activities are implemented, CSP contractors are required to fulfill the staff functions listed below. One qualified staff person may be responsible for multiple functions.

The determination of who will serve in each role is to be made by the contractor in consultation with the NYSDOH CSP. Staffing needs should be commensurate with the services provided and reviewed routinely with the NYSDOH CSP Regional Manager. Staffing plans should be revisited annually as part of the process of preparing the contractor's work plan and budget for each contract year.

1. **Partnership coordination** - The Partnership Coordinator serves as the point of contact for all general, contractual and financial communication between the NYSDOH CSP and the contractor. The percentage of time designated for the Coordinator position should be commensurate with the volume of clinical services being provided through the partnership and the needs of the contractor to implement work plan activities and meet or exceed CSP performance measures. The Coordinator should be at least a .5 full-time equivalent (FTE).

The Partnership Coordinator should have the ability and knowledge to:

- Administer all required activities, functions and other contract deliverables. Provide leadership for program planning, implementation and evaluation.
 - Identify potential problems and best practices.
 - Develop, cultivate and maintain productive working relationships among contractor staff, subcontractors, NYSDOH CSP staff and community partners.
 - Identify need and recruit clinical providers and maintain regular effective communication.
 - Communicate effectively and routinely with contractor staff, partners, clinical providers and NYSDOH CSP staff.
 - Initiate and guide the development and routine review of annual work plan containing specific, measurable, time-phased and realistic objectives, activities and performance measures with input from the partnership.
 - Initiate and guide the development of the annual budget and routine review of clinical expenditures with input from the partnership.
 - Educate clinical providers about the CSP breast, cervical and colorectal cancer early detection program and the policies, procedures, and requirements for participation.
 - Represent the partnership and promote the NYSDOH CSP in the proposed service area.
2. **Outreach and Public Education** - Outreach staff work with all partnership collaborators to develop public education and awareness activities. Staff also conducts strategic active outreach and inreach initiatives to enroll members of the eligible priority populations throughout the entire service area, consistent with CSP performance measures and the clinical services budget.

Staff responsible for outreach and public education activities should have the ability to:

- Work effectively with diverse groups of people from a variety of cultural and educational backgrounds.
 - Use data to identify and locate eligible priority populations in the proposed service area.
 - Tailor outreach and education strategies to the cultural values, norms and behaviors of the eligible priority populations.
 - Educate all community members about the importance of screening, explain the services available and address barriers to screening.
 - Motivate and encourage members of the eligible priority populations to complete all screening exams for which they are eligible.
 - Engage partners to reach and bring members of the eligible priority populations into clinical screening services.
 - Use data to develop and evaluate the effectiveness of targeted outreach strategies used in recruiting members of the eligible priority populations into screening and meeting projected screening numbers.
3. **Data management** - Data management involves serving as the point of contact for all data-related communication between NYSDOH CSP staff and the partnership.

Staff responsible for data management activities should have the ability to:

- Use computer programs proficiently, this includes the use of the Internet, and database management and data entry programs.
 - Collect, enter and edit data accurately.
 - Ensure the security and confidentiality of all data collected.
 - Review and assess the completeness, accuracy and timeliness of data from providers.
 - Communicate with providers when information is inadequate or missing.
 - Assess CSP outcomes.
 - Read and interpret data reports.
4. **Case management** - Case management involves working with patients, partners and community resources to assist CSP clients with identified barriers to adhere to diagnostic and treatment recommendations. The contractor may fulfill this function by designating case management staff or the function may be fulfilled through shared responsibility of providers and contractor staff. The case management function is described in detail in the CSP Operations Manual, Chapter 5: Case Management.

Staff responsible for case management activities should have the ability to:

- Develop a system to track abnormal screening results to ensure the timeliness and completeness of follow-up.
 - Understand health-seeking behaviors and the strategies to address barriers to seeking health services.
 - Identify community resources that address barriers to care.
 - Assess the needs and support systems for CSP clients in order to remove barriers to diagnostic follow-up.
 - Refer CSP clients with abnormal screening results and diagnoses of breast, cervical or colorectal cancer to a DQE for possible enrollment in the NYS MCTP.
 - Refer CSP clients with abnormal screening results for support services, as appropriate.
 - Communicate with CSP clients to enhance their understanding of the need to have diagnostic services following an abnormal screening.
 - Communicate effectively with CSP providers.
 - Promote and communicate breast, cervical and colorectal cancer clinical guidelines to CSP providers.
5. **Fiscal management**- Fiscal management involves serving as the point of contact for all contractual and financial communication with the NYSDOH CSP.

Staff responsible for fiscal management activities should have the ability to:

- Monitor the CSP contractor clinical services and infrastructure budgets and reporting regularly to the partnership on the status of these budgets.
- Promptly prepare and submit vouchers to designated NYSDOH CSP personnel on a monthly basis (upon receipt of monthly billing reports from the data manager).
- Promptly disperse funds to all CSP providers and agencies for whom clinical or infrastructure costs were submitted for reimbursement (within 30 days of receiving payment of vouchers from NYS and HRI).
- Attach the appropriate billing reports and other documentation to vouchers.
- Attest to the NYSDOH CSP that all costs for which reimbursement is requested are true and accurate, to the best of their knowledge, by signing state vouchers.

Provider Credentialing

All health care providers must be credentialed by the NYSDOH CSP in order to be reimbursed for services provided to CSP clients. All contractors must participate in the credentialing process. Contractors are required to submit to the NYSDOH CSP the names, license numbers, practice locations and other requested information annually to allow for provider credentialing activities by the NYSDOH CSP.

Any new providers added during the contract year must be credentialed by the NYSDOH CSP before a site code is assigned. This process usually takes approximately 10 business days to complete. Site codes are assigned to each CSP provider site to track services provided. The codes are entered into Indus to identify where services took place and to

reimburse providers. Contractors must notify the CSP with requests for new site codes, or with changes to existing ones. See Attachments 2-I and 2-II for detailed instructions regarding site codes.

A provider, who has a license restriction, or becomes subject to any disciplinary action taken by a government program, hospital managed care organization, or licensing authority, including but not limited to an active or stayed suspension or restriction of provider's or practitioner's license or certification, (as referenced in provisions seven and eight of Appendix A-2 of CSP partnership contract and in provisions ten, eleven, twelve and fourteen of Appendix A-3 of the provider agreement found below), will be reviewed by the NYSDOH CSP to determine if the restriction is related to services provided through the CSP or constitutes fraud or malpractice. If the restriction involves one of these areas, the NYSDOH CSP will send the provider a letter notifying him/her that he/she is prohibited from participation in the CSP. The provider will also be notified of the opportunity to appeal this decision by submitting a request for an appeal to a NYSDOH review panel.

Requirements for Clinical Service Providers

The contract with the NYSDOH requires contractors or subcontractors on behalf of the partnership to obtain annual provider agreements with their providers offering clinical services to CSP clients. The agreement must contain or reference Appendix A3 (see next page), which outlines provider responsibilities.

APPENDIX A-3

Providers of screening and/or diagnostic services in the New York State Department of Health Cancer Services Program, agree to:

1. Abide by the applicable provisions of the New York State Department of Health Cancer Service Program (PROGRAM) Operations Manual including but not limited to: clinical guidelines, eligibility criteria and case management chapters.
2. Provide clients of the PROGRAM with the same quality of care as afforded to any other patients in their care.
3. Request reimbursement for clinical services ONLY for clients who meet the eligibility criteria as defined in the PROGRAM Operations Manual.
4. Treat the PROGRAM as the payor of last resort. All providers agree to first bill client's other insurance and/or third party payor for services provided through the PROGRAM. Provider further agrees that it may only seek PROGRAM reimbursement from the State contractor for the partnership and may not submit claims for reimbursement directly to the State.
5. Accept reimbursement rates established by the PROGRAM as payment in full for all services that are covered by the PROGRAM. Providers agree not to charge clients for the difference between the PROGRAM reimbursement rate and the provider's usual fees. Under no circumstances shall providers bill PROGRAM clients for services that are covered by the PROGRAM.
6. Promptly refer PROGRAM clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the PROGRAM.
7. Obtain signed written consent forms from all PROGRAM clients for the provision of clinical services and release of their medical information to the relevant other entities participating in the partnership and the New York State Department of Health for the purposes of case management, tracking and reimbursement, in addition to any other consents or authorizations the providers may obtain or which may be required by law to obtain.
8. Submit accurate demographic, screening, diagnostic treatment and any other data required by the STATE in a timely manner and in the format required by the STATE. The provider agrees that the reimbursement for clinical services will not be provided by the STATE to the STATE contractor for the partnership for reimbursement to the provider until data have been submitted and accepted on the PROGRAM data system.
9. Maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the PROGRAM. PROGRAM providers agree to provide the PROGRAM access to medical, including original mammograms, consents, business, personnel, financial and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
10. Ensure that all licensed health care professionals are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the services that they are providing. Maintain all applicable provider, office based surgery and/or facility credentials, certifications, licenses, operating certificates, and/or approvals required by law and necessary to perform and bill for PROGRAM services and facility fees, including but not limited to approvals for laboratory, mammography, office based surgery and diagnostic and treatment center services.
11. Immediately notify the PROGRAM (i) if Provider's or Practitioner's license to practice or certification to operate in any state, certification(s) to prescribe medication, if applicable, or staff privileges at any hospital, if applicable, are voluntarily surrendered, restricted temporarily or permanently reclassified, suspended or revoked for any reason; and (ii) if Provider or Practitioner is indicted or convicted of a criminal offense, regardless of the nature of the offense, or if the Provider or Practitioner becomes subject to any disciplinary action taken by a government program, hospital, managed care organization, or licensing authority, including, but not limited to an active or stayed suspension or restriction of Provider's or Practitioner's license or certification.
12. Provide all information necessary to comply with the credentialing and re-credentialing activities, and further, to provide such information within a reasonable time period.
13. Cooperate fully with PROGRAM quality assurance efforts, including, participating in discussions to explore reasons for unusual data patterns, and agree to undertake any proposed remediation plans to any clinical and/or data reporting deficiencies in a timely manner.
14. The PROGRAM reserves the right to discontinue any service providers from participation in the PROGRAM for any reason.
15. Paragraphs nine and thirteen of this Appendix A-3 shall survive termination of the AGREEMENT.

Confidentiality

1. Health Insurance Portability and Accountability Act (HIPAA)

The first federal privacy standards to protect patients' medical records and individually identifiable health information provided to health plans, doctors, hospitals and other health care providers that were issued as part of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 took effect on April 14, 2003. These standards, which were developed by the U.S. Department of Health and Human Services, provide patients with access to their medical records and more control over how their personal health information is used and disclosed. Additionally, HIPAA includes provisions designed to encourage electronic transactions and requires safeguards to protect the security and confidentiality of health information. In order for medical information to be released, patients need to sign a specific authorization, unless a specific exception in the law applies.

The federal privacy standards generally do not affect state laws that already provide additional protections for patients. The NYSDOH CSP is exempt from being a covered entity/program itself as it is a government grant. Therefore, covered entities sharing data with the CSP must follow the detailed requirements of HIPAA, but the CSP may disclose data pursuant only to state law requirements, not federal. However, in all cases, reasonable efforts must be made to limit the amount of information disclosed to the minimum amount necessary to accomplish the intended purpose.

2. CSP partnership confidentiality requirements

- It is the responsibility of the contractor to ensure that all partnership staff sign written confidentiality agreements to maintain the confidentiality of all CSP clients' information.
- Partnership staff must treat all information pertaining to CSP clients as confidential information.
- Written or electronic evidence of client participation must not be left unattended on desks or in other open-access areas.
- Staff must maintain and use such information only for the purposes intended for the CSP and only to the extent necessary to fulfill CSP objectives.
- Limited access to fax machines, computer terminals (e.g., password protection), voicemail, cabinets, and workspace areas should be observed by all partnership staff.
- Client information and ancillary records (e.g., laboratory results, radiology results, and pharmacy records) should be maintained in secure data storage areas, which can include, but are not limited to, files in locked rooms or limited access areas, and password encoded desktop and laptop computer systems.
- Access to data files, both paper forms and computer files, is restricted to partnership staff who needs such information to perform their work responsibilities.
- Any discarded information containing client information must be shredded.
- CSP client information is confidential and may only be given to authorized individuals after consent has been obtained from the client.
- Any proposed research regarding any CSP client(s) or the CSP must first be approved by the NYSDOH Institutional Review Board. Please forward all such requests to the appropriate CSP Regional Manager (see CSP Operations Manual, [Chapter 10: Staff List](#)).
- All responsible persons and entities will be held accountable for breaches of confidentiality and for misuse of confidential data such that job suspensions or terminations or legal proceedings may be instituted against them.
- Staff permitted to work from home by the contractor must be able to demonstrate appropriate safeguards to prevent the inadvertent sharing or loss of patient information including, but not limited to, firewalls that do not allow outside access to a wireless network and a level of encryption that ensures security.

Indus Data Submission and Form Retention

The NYSDOH CSP maintains a secure on-line, real-time, internet-based data entry system through a contract with Indus Consultancy Services, Inc. (commonly referred to as the Indus system, or Indus). Contractors are responsible for entering screening, diagnostic, treatment, and demographic information into this data system for CSP clients. The use of data available through Indus facilitates timely provider reimbursement, patient tracking and follow-up, improves the quality of data collected, and helps reinforce CSP procedures. On-line data queries and reports are available for contractors and NYSDOH CSP staff to monitor performance.

Contractors should establish efficient notification systems with CSP providers in order to receive information from them to ensure that services are reported in a timely manner. These systems are needed to ensure that the following occur:

- Positive screening findings are followed-up quickly and appropriately;
- Timely case management services can be provided;

- Clients eligible for the NYS MCTP can receive coverage for treatment;
- Quality clinical care is provided to CSP clients;
- Rescreening can occur at the appropriate interval; and
- CSP providers are reimbursed as soon as possible.

Detailed instructions regarding form completion and Indus data entry can be found in the CSP Data Dictionary. Current versions of data entry forms and the CSP Data Dictionary are available on the "Resources" page of the Indus data system or by contacting the NYSDOH CSP Data Unit at CSPdata@health.state.ny.us.

1. Timely submission of Screening Intake Forms (SIFs) and Follow-up Forms (FFs) on the Indus data system

As of April 1, 2011, the Indus data system only allows for the reimbursement of CSP funds for services that are submitted and accepted onto the data system within 90 days of the date of service.

Exceptions to this 90-day rule can be made for services processed with Insurance Denial Conversion Forms, for contractor errors corrected through Revision Forms, and for other special circumstances that justify a longer period of time for data submission. CSP Data Unit administrators have override capability on the Indus data system for the 90-day rule. Requests for overrides should be submitted by email to CSPData@health.state.ny.us.

The 90-day rule for data submission on the SIF and FF is outlined below.

SIF: The Indus data system assesses the submission date for each individual service on the SIF and determines whether the service was submitted and accepted onto the system within 90 days of the service date.

For example, if a mammogram is provided on May 15, 2011 and submitted and accepted onto the data system on August 20, 2011, the system will NOT allow program funds for this service.

It is not prudent to delay entry of SIFs until all screenings are complete. The Indus data system allows contractors to submit services on the SIF, have the form accepted, and then add additional services as they are provided.

FF: The Indus data system starts counting the 90 days with the LAST service date on the FF.

For example, if a FF with a surgical consult on May 15, 2011 and a colonoscopy on July 15, 2011 is submitted and accepted onto the system on September 20, 2011, the data system would allow reimbursement for both of the services on this FF even though the submission is greater than 90 days after the surgical consult in May. The data system begins counting the 90 days with the LAST service date on the form (in this case, July 15, 2011).

Given these rules, situations like cancellations of appointments, delays in scheduling colonoscopies, and extended periods of time between follow-up services should not affect whether services can be reimbursed. FFs should not be submitted onto the data system until they are complete.

Contractors are expected to ensure data are submitted in accordance with the 90-day rule, so that services can be reimbursed.

2. Revisions to SIFs and FFs on the Indus data system

Once SIFs and FFs have been submitted and accepted on the Indus data system, there are several types of revisions that can be made by CSP contractor staff.

The following fields can be modified directly by the CSP contractor staff on an accepted form:

Screening Intake Form:

- Field 1 - Name
- Fields 4-6 - Address
- Field 9 - Sex
- Field 11- Spanish, Hispanic or Latino
- Field 12 - Race
- Field 16 - Monthly Household Income
- Field 17 - Family Size
- Field 18 - Health Insurance
- ALL SITE CODES (all site codes except the intake site)

Follow-up Form:

- ALL SITE CODES

The following types of revisions to an accepted Screening Intake Form (SIF) can be made directly by contractor staff:

- a. If a SIF has been entered and accepted on the Indus data system with the cervical portion of the form completed (and the breast portion blank), the contractor staff can directly edit the form to add breast cancer screening services that occur within 90 days of the cervical screening services.
- b. If a SIF has been entered and accepted on the Indus data system with the breast portion of the form completed (and the cervical portion blank), the contractor staff can directly edit the form to add cervical cancer screening services that occur within 90 days of the breast screening services.
- c. If a SIF has been entered and accepted on the Indus data system with a CBE and no mammogram, the contractor staff can directly edit the form to add a screening mammogram that occurred within 90 days of the CBE. This also works if the form was accepted with a mammogram and no CBE, the contractor staff can directly edit the form to add a CBE that occurred within 90 days of the mammogram.
- d. If a SIF has been entered and accepted on the Indus data system with breast and/or cervical cancer screening services, the contractor staff can directly edit the form to add colorectal cancer screening services that occur within 6 months of the breast and cervical screenings.

For all other changes, corrections, or additions to data on SIFs or FFs that have already been submitted and accepted on the Indus data system, CSP contractor staff must submit either a **Screening Intake Revision Form** or a **Follow-Up Revision Form**. Copies of these forms and detailed instructions regarding completion of these forms are available on the "Resources" page of the Indus data system or by contacting the NYSDOH CSP Data Unit at CSPdata@health.state.ny.us.

3. Submitting SIFs and FFs on the Indus data system for NYS MCTP clients

When submitting SIFs and FFs for potential NYS MCTP clients, it is important to consider the Medicaid enrollment date to avoid double payment of services by both Medicaid and the CSP. Enrollment in the MCTP starts on the first day of the month of diagnosis (e.g., for a biopsy done on 1/18/11 with a positive finding, enrollment would start 1/1/11) OR 90 days prior to the application date, whichever is later. The CSP should be the payor of last resort.

NYS MCTP clients can enter the CSP at several points during the process of their diagnosis and treatment. The guidance for submission of SIFs and FFs on the Indus data system depends on when the client enters the program. The following scenarios represent different types of clients and the appropriate way to submit the SIFs and FFs for these clients.

- a. **CSP Enrolled Clients:** If a client enrolled in the CSP who received screening and/or follow-up procedures through the program is believed to be eligible for the MCTP, contractor staff should submit SIFs and FFs onto the Indus data system as if Medicaid will be paying for some services. Any procedures that occurred within the month of diagnosis should be entered on the SIF and FF as being paid with "other" funds because Medicaid will enroll the client and pay for services rendered back to the first day of the month in which the client was diagnosed. Remember, the client will be insured by Medicaid for all Medicaid approved procedures that occurred during that month as long as they were performed by a provider that accepts Medicaid reimbursement. Services that are not Medicaid approved or that are rendered by providers that do NOT accept Medicaid reimbursement should be entered on the SIF and FF as being paid with "program" funds.
 - If the client is approved for the MCTP, the acceptance letter will include an enrollment date. The contractor staff should compare this enrollment date to the already accepted SIF and FF and confirm that any services that occurred prior to the client's MCTP enrollment date are paid for with "program" funds and services that occurred on or after the enrollment date and were rendered by a provider that accepts Medicaid reimbursement are entered as "other" funds. Revision forms should be submitted to the CSP Data Unit to change funds as needed. Please list "MCTP" as the reason for the revision on the form.
 - If the client is NOT approved for MCTP, revision forms should be submitted to the CSP Data Unit to change procedures listed as paid with "other" funds to paid with "program" funds. Please list "Denied MCTP" as the reason for the revision on the form.
- b. **Clients NOT enrolled in the CSP:** For all applicants to the MCTP who were not enrolled in the CSP at the time they received screening and follow-up procedures, the SIFs and FFs should NOT be entered on the Indus data system. Hard copies of SIFs and FFs should be submitted with the MCTP applications.

Please see CSP Operations Manual, Chapter 7: Medicaid Cancer Treatment Program and the Medicaid Cancer Treatment Program Application manual for more information about eligibility criteria and the application process for the MCTP.

4. Form retention recommendations

The CSP does not have any formal requirements for retention of SIFs, FFs, or monthly billing reports. Accepted forms and monthly billing reports are available electronically on the Indus data system. Contractors are required to follow their agency's policies about retention of screening intake forms, follow-up forms, and monthly billing reports, as well as consent forms, clinical or medical records and case management notes. If a contractor disposes of forms with confidential client information, these forms must be shredded.

The CSP does recommend that contractors retain SIFs and FFs until the services on these forms appear on the monthly billing report to verify that the information was accurately entered on the Indus data system and appears correctly on the monthly billing report. The CSP also recommends that monthly billing reports be retained until the voucher is submitted and processed.

Clients who receive case management services should have all case management notes, documentation, forms, etc. retained within their individual charts for a minimum of five (5) years. Clinical documentation related to case management needs should be retained for a minimum of two (2) years following the conclusion of that client's diagnostic follow-up. For questions or guidance about case management issues, please contact the CSP Case Management Coordinator at (518) 474-1222.

CSP Performance Measures Reports

The CSP Data Unit prepares performance measure (PM) reports for contractors and the NYSDOH CSP staff to monitor program services and other issues relevant to quality assurance, as well as to identify contractors in need of assistance or intervention. The CSP distributes the PM reports to all contractors, summarizing key indicators of performance such as the ability to reach the priority populations, timeliness and appropriateness of follow-up, timely submission of data forms, and the ability to expend clinical services funds. Contractors are expected to meet or exceed CSP PM goals. The PMs are included as objectives in contractor work plans and are used to measure effectiveness related to required activities. The NYSDOH CSP PMs are primarily modeled after those used by the CDC to measure statewide performance. Contractors that meet or exceed the PM goals, as well as other partnership/contract requirements, are best positioned to receive the maximum available funding for subsequent contract years. See next page for a list of CSP PMs.

NYSDOH Cancer Services Program
Program Performance Measures 2011-2012

No.	Performance Measure Description	Goal
1	Percent of screening mammogram clients age 50 and older	>=75%
2	Percent of initial program-funded Pap tests for women rarely or never screened for cervical cancer	>=20%
3	Percent of women rescreened by mammogram within 8-18 months	>=60%
4	Percent of male clients age 50 and older	>=20%
5	Percent of clients rescreened by fecal test within 10-14 months	>=60%
6	Percent of clients age 50 to 64	>=75%
7	Percent of women age 50 and older with comprehensive cancer screening	>=50%
8	PM removed	
9	Percent of eligible population screened in each county	>=20%
10	Percent of abnormal cervical screenings with timely follow-up	>=75%
11	Percent of abnormal breast screenings with timely follow-up	>=75%
12	Percent of abnormal colorectal screenings with timely follow-up	>=75%
13	Percent of eligible clients enrolled in the Medicaid Cancer Treatment Program	>=90%
14	Percent of Screening Intake Forms with timely submission	>=85%
15	Percent of Follow-Up Forms with timely submission	>=85%
16a	Percent of federal clinical service funds expended	>=95%
16b	Percent of state clinical service funds expended	>=95%

Reporting Requirements and Contract Monitoring

1. Annual work plan and budget development

The annual work plan and budget should be prepared by the Partnership Coordinator with participation and input from other appropriate contractor staff and the partnership members. The NYSDOH CSP provides required goals and objectives that focus on the implementation and evaluation of required CSP deliverables and that are consistent with PMs. Work plans should include detailed activities that will be implemented to fulfill each of the required objectives. A detailed budget and budget justification is required to justify proposed expenditure of infrastructure funding. The work plan and budget format is included in an Excel workbook provided to contractors by the NYSDOH CSP that also includes semiannual report forms and other required reports and documents. Please contact your Regional Manager to access the most current Excel workbook containing work plan and budget forms.

2. Semiannual reports

Semiannual reports should be prepared by Partnership Coordinators with participation and input from other appropriate contractor staff and the partnership members, using data from the most recent PM reports. The report format is included in the Excel workbook that also includes annual work plans and budgets and other required reports and documents.

Semiannual reports should address the contractor's progress and strategies over the past six-month period to implement the work plan activities, to meet, exceed and improve on PMs, assess community partner and provider participation in the partnership and evaluate outreach and public education activities. Reports include comments on barriers and solutions to overcome barriers. Reports are submitted to the Regional Manager. Semiannual reports will be submitted describing activities for the periods from April 1 through September 30 and October 1 through March 31, respectively. Please contact your Regional Manager to access the most current Excel workbook containing semiannual report forms.

3. Annual Comprehensive site visit

Regional Managers will assess contractor performance related to implementation of the five required program goals and activities utilizing the Annual Comprehensive Site Visit Review Tool. Contractors will be required to provide documentation and demonstrate implementation of key required activities for all five goals (e.g., produce samples of provider agreements used and communications to providers regarding program policies, guidelines, etc.) A formal, written summary and contractor action plan outlining all required action steps will be provided to the contractor following the annual site visit. Regional Managers will assess contractor progress in responding to required actions steps and adhering to action plans on a pre-determined schedule as indicated in the timeline within the contractor action plan.

4. Annual equipment inventory

Contractors are required to complete and submit an annual Equipment Inventory Form (consistent with approved budget items) to their Regional Manager within 30 days of the end of the annual contract period.

Equipment items purchased by the contracting agency using NYSDOH funds are to be listed in the inventory with identifying information such as tag number (number assigned by contracting agency), serial number (manufacturer's serial number), location, and any relevant remarks. See [Attachment 2-III](#) for a copy of the Equipment Inventory Form. Regional Managers will review the contractor Equipment Inventory Forms at the time of submission and at the annual comprehensive site visits to inventory all equipment, furniture supplies or other property purchased through the contract with the NYSDOH. Equipment for the purposes of the inventory is defined as any item costing five hundred dollars (\$500.00) or more and having a life expectancy of greater than three (3) years.

5. Monthly contract monitoring

On a monthly basis, Regional Managers will:

- Review contractor vouchers and budget monitoring tools submitted by contractors to ensure all clinical services and infrastructure budget lines are expended and that expenditures are related and appropriate to activities detailed in approved work plans. In addition, Regional Managers will review contractors' clinical services budgets in comparison with key PMs to determine success reaching eligible priority populations.
- Review contractor PMs to identify challenges and barriers and provide assistance to contractors to meet or exceed measures.
- Review Recruitment Activity chart.
- Review the contractor Incentive Tracking Tool used to track each incentive distributed to CSP clients (e.g., a \$5 gas card for returning FOBT kit). Regional Managers will require use of this tool to ensure contractor accountability for program incentives. See Attachment 2-IV for the Incentive Tracking Form.
- Track and monitor whether contractors have responded to requests from the NYSDOH CSP in a timely and accurate manner (e.g., status of outstanding FFs and medical record requests).

6. Clinical services reimbursement budget management

The clinical service reimbursement contract budgets are limited to a fixed dollar amount that cannot be exceeded. Work plan activities will maximize the number of individuals screened within the eligibility criteria and the allocated clinical services budget. These will include careful monitoring of screening and diagnostic expenditures to ensure that screening services occur throughout the program year and careful assessment of CSP eligibility to maximize services to the priority population and align with the federal clinical practice guidelines for cancer screening services. Contractors must implement plans to closely monitor clinical services budgets to stay within the allocation, ensure that services are provided throughout the contract year, and maximize the services provided to the priority population. A budget monitoring tool is provided to all contractors to assist with the tracking of clinical service expenditures. The tool provides estimated monthly screening capacities based on individual contractor annual allocated screening dollars. The tool also assists contractors to track PMs; calculations to meet the performance measures are included in the screening projections. The budget monitoring tool should be used in conjunction with PM reports to assess the provision of services to the eligible priority populations and to revise activities to better target these populations as indicated by the reports. Please contact your Regional Manager to access the most current budget monitoring assessment tool.

Communications

The NYSDOH CSP provides information, support, training and technical assistance to contractors in a variety of ways. Contractor staff should ensure that they refer to and participate in the following, as appropriate.

1. Contact Information Form

Contractors must update the contact information form when they add new staff and when staff leaves. The completed form should be sent to the Regional Manager as soon as staff changes occur. See Attachment 2-V for the CSP Contact Update Form.

2. Program Update and communication databases

The CSP distributes periodic updates, programmatic changes, training announcements and opportunities, and the CSP Program Update via the CSP BML; contractors should forward information provided by the CSP to their participating clinical services providers as appropriate. The communication target audience will be identified in the salutation (e.g., "Coordinators"). The recipient should share information with other staff as deemed appropriate based on content. Providers can be added to a CSP Provider Database which will be used to distribute CSP information directly to providers by sending an e-mail to cspcredentialing@health.state.ny.us.

3. Partnership naming conventions and use of logo

The CSP developed contractor guidelines specifying partnership names for the use of the CSP logo and the review and development of educational and promotional materials. Strategies and tools for materials development at the local level are also included in the guidelines. The CSP requires partnerships to use the name Cancer Services Program of X County/Countries to build name awareness and consistency for clients, partners and health care providers across the state. The name reflects the integration of the three screening services and acknowledges that the programs serve both men and women. The CSP developed a logo with the selected tagline, "Your partner for cancer screening, support and information," to offer contractors a common symbol and tagline that has the potential to become universally recognized and understood. See CSP Operations Manual, Chapter 9: Promotional Materials Guidelines for more information.

4. Data Unit inquires

For questions about data inquires; Indus access, SIFs, data dictionary copies, data corrections, and insurance denial conversions please contact the CSP Data Unit at CSPdata@health.state.ny.us.

5. Case management conference calls

Case management conference calls are held monthly to discuss common case management challenges and identify and share solutions and strategies, to discuss the implementation of new policies, and to review case management protocol. Contractors are expected to share this information with their providers who offer case management services to CSP clients. For questions or guidance about case management conference calls, please contact the CSP Case Management Coordinator at (518) 474-1222.

6. OUTreach and recruitment conference calls and webinars

OUTreach and recruitment conference calls and webinars are held monthly or bi-monthly to discuss common outreach and recruitment challenges, best practices, strategies for reaching and recruiting priority populations, using partners to help access clients, and the benefits of active recruitment in the community, public education, etc. The calls are also an opportunity for staff to network with and learn from others across the state. Professional development needs are identified through these calls. Contractors are expected to actively participate and implement shared strategies as appropriate. The calls and webinars are open to CSP Outreach and Recruitment staff, CSP Coordinators, subcontracted outreach staff, community partners and NYSDOH CSP staff. For questions or guidance about OUTreach and recruitment conference calls, please contact the CSP Outreach and Recruitment Coordinator at (518) 474-1222.

7. New staff orientation

All new contractor staff are required to participate in training offered by the NYSDOH CSP. These training sessions provide new staff with an overview of all aspects of the CSP partnership. Some sessions are available anytime via webinar and others are offered in-person periodically throughout the year and are announced via the Canserv BML (canserv@health.state.ny.us) and the CSP Program Update.

Eligibility

This section provides guidance for determining which screening services individuals are eligible to receive through the CSP partnerships. Definitions to determine individual eligibility based on gender, age, income, health insurance status, and other clinical assessment are provided as well as an algorithm and script for use with clients at initial contact. Clients determined to be eligible for one or more CSP screening services are then enrolled in the program. Clients can be enrolled by CSP contractor staff or by provider staff, depending on where they access services.

A. Eligibility Assessment and Triage

Contractors should use the intake script and algorithm (Attachments [3-I](#) and [3-II](#)) when first speaking with potential clients. Use of these tools ensures that all clients receive the same information about CSP eligibility. Please note that these are scripts for use at initial client contact and are not meant for use to determine final client eligibility and subsequent enrollment in the CSP. Any staff conducting initial client intake should refer clients to those people in the partnership who have the ultimate responsibility for determining client eligibility.

B. Eligibility Criteria

The following section describes eligibility for screening services in the CSP. CSP contractor staff should be familiar with screening eligibility and communicate eligibility guidance and intake processes to all providers and partners engaging in client intake, eligibility assessment, program enrollment and provision of clinical services to CSP clients. The CSP will only provide reimbursement for services provided to eligible CSP clients. (Please see CSP Operations Manual, [Chapter 6: Reimbursement](#) for a description of all screening and diagnostic services that are reimbursed by the CSP.) Staff responsible for enrolling clients will review eligibility criteria with all clients prior to obtaining client consent. The consent form includes an attestation by the client that he or she meets CSP eligibility guidelines for income and insurance status (see CSP Operations Manual, Chapter 4: Cancer Screening Guidance, [Attachment 4-I](#)). Staff responsible for enrolling clients must review eligibility, acquire the attestation from the client and maintain documentation of the client consent.

Eligibility Criteria

Eligibility Categories ⇓	Residency	Gender		Age			Income (See C.4 for income definitions)	Health Insurance			Other		
		Female	Male	18-39*	40-49	50-64**		Uninsured (See C.6 for definitions)	Underinsured (See C.7 for definitions)	Insured	Post Hysterectomy (See C.8 for definitions)	No FOBT or FIT kit in 10 months	Not Undergoing Treatment (See C.11 for definitions)
Screening and Prevention Services ⇓	New York State Resident	✓	See C.2	See C.3	✓	✓	<250 % FPG	✓	✓	Not Eligible	N/A	N/A	✓
Clinical Breast Exam	✓	✓	See C.2	See C.3	✓	✓	See C.7	✓	✓	Not Eligible	N/A	N/A	✓
Pap Test & Pelvic Exam	✓	✓	Not Eligible	Not Eligible	✓	✓	See C.7	✓	✓	Not Eligible	✓	N/A	✓
Screening Mammogram	✓	✓	Not Eligible	See C.3	✓	✓	See C.7	✓	✓	Not Eligible	N/A	N/A	✓
FOBT/FIT Kit	✓	✓	✓	Not Eligible	Not Eligible	✓	See C.7	✓	✓	Not Eligible	N/A	✓	✓
Colonoscopy	✓	✓	✓	✓	✓	✓	✓	✓	✓	Not Eligible	N/A	✓	✓
Screening/Diagnostic Medical Consultation for Symptoms of CRC only	✓	See C.10	See C.10	Not Eligible	Not Eligible	✓	See C.10	See C.9	See C.9	Not Eligible	N/A	N/A	N/A

* Persons under age 40 are generally not eligible for the CSP

** Age >64 are not eligible unless uninsured or underinsured for screening service

✓ = Eligible for program reimbursement

N/A = Not Applicable

C. Eligibility Criteria Definitions

1. Residency

Women and men whose permanent or principal home is in New York State are eligible for the program. A person who is visiting New York is not considered a New York resident. There is no length of residency requirement.

2. Male Clinical Breast Examination (CBE) Criteria

Men who are at higher risk for breast cancer based on a personal or family history of breast cancer or men who are currently experiencing symptoms of breast cancer and who also meet all other eligibility criteria may be enrolled in the CSP for associated diagnostic testing. A licensed health care provider should provide documentation that attests to the need for diagnostic services for breast cancer evaluation.

3. Breast Cancer Screening/Diagnostics for Women Ages 18-39

Women ages 18-39 who are found to be at high risk for or who have clinically significant findings for breast cancer may be eligible for CSP services. These findings must be assessed by a NYS-licensed health care provider and documented on the *CSP Provider Attestation of Client Eligibility for Women less than 40 Years of Age form* (CSP Operations Manual, Chapter 4: Cancer Screening Guidance, [Attachment 4-VII](#)). Women who are ages 18-39 who present with self-reported symptoms are not eligible for clinical breast exams (CBEs) through the CSP; they must first be assessed by a NYS-licensed health care provider as described above. Please refer to CSP Operations Manual, Chapter 4: Cancer Screening Guidance, [Section H](#) for more information.

4. Income

Persons living at or below 250% of the current Federal Poverty Guidelines (FPG) meet the income criteria for CSP enrollment (see [Table 1](#)). Calculations should be based on self-reported, gross household income from all non-public sources. Child support and sources of public support (i.e. food stamps and housing subsidy) should not be included. The CSP client consent form (see CSP Operations Manual, Chapter 4: Cancer Screening Guidance, [Attachment 4-I: Informed Consent/Release of Medical Information/Provision of Case Management](#)) includes an attestation of income eligibility by the client. Staff responsible for enrolling clients must confirm the attestation by signing and dating the form. The form must be maintained in appropriate partnership files.

Household income is the sum of income received in the previous calendar year by all household members, including household members not related to the client, people living alone, and others in non-family households.

Table 1- 2011 Federal Poverty Guidelines

Size of Family Unit	Poverty Guideline	250 % of Guideline	Total Monthly Household Income
1	\$10,890	\$27,225	\$2269
2	\$14,710	\$36,775	\$3065
3	\$18,530	\$46,325	\$3860
4	\$22,350	\$55,875	\$4656
5	\$26,170	\$65,425	\$5452
6	\$29,990	\$74,975	\$6248
7	\$33,810	\$84,525	\$7044
8	\$37,630	\$94,075	\$7840
For families with more than 8 persons, add the following amount for each additional person		\$3,820	

Source: Department of Health and Human Services 2011 Federal Poverty Guidelines

For more information on poverty guidelines, access the U.S. Department of Health and Human Services website at: <http://aspe.hhs.gov/poverty/11poverty.shtml>

5. Expanded Income Eligibility

A client living above 250% of the FPG who meets all other eligibility criteria may be enrolled in the CSP if he/she meets the criteria for uninsured or underinsured outlined below.

6. Uninsured Criteria

A client is "uninsured" if he or she has no health insurance of *any type*.

7. Underinsured Criteria

A client is underinsured if he/she has:

- Health insurance that does not cover clinically appropriate cancer screening or diagnostic services.
- Health insurance with an annual deductible, monthly spend down, or co-payment that is high enough to prevent him/her from obtaining cancer screening services.

Staff responsible for enrolling clients will review eligibility criteria with all clients prior to obtaining client consent. The consent form includes an attestation by the client that he or she meets CSP eligibility guidelines for income and insurance status, as noted above. The client's insurance will be billed first and the CSP will reimburse for services based on the CSP maximum allowable reimbursement rates after the insurance has either denied the claim or made partial payment. Staff responsible for enrolling clients must review eligibility, acquire the attestation from the client and maintain documentation both of the client consent and billing. Both client and CSP provider must be aware that there is no CSP reimbursement if the insurance payment is more than or equal to the CSP maximum allowed reimbursement. Clients with high deductibles must be enrolled in the CSP prior to receiving services and only after the client has identified the deductible to be a barrier to obtaining screening services. Data submission for services does not occur

until information is obtained from billing the insurance first. It is not appropriate to enroll clients after the service has already occurred as a means to pay a bill.

Clients who meet this eligibility criteria must attest that they are “underinsured” on the CSP client consent form (see CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Attachment 4-I: Informed Consent/Release of Medical Information/Provision of Case Management). Staff responsible for enrolling clients must confirm the attestation by signing and dating the form. The form must be maintained in appropriate partnership files.

As always, contractors should focus client recruitment activities on the uninsured populations in their communities.

8. Post Hysterectomy

Clients with a hysterectomy (surgical removal of a woman’s uterus) must meet one of the following criteria to be eligible for a Pap test and pelvic exam:

- Had a “supracervical or partial hysterectomy” and therefore have an intact cervix.
 - Note: The presence of a cervix can be determined by physical exam if the client is not sure if they have a cervix and medical records are unavailable to assess the presence of a cervix. Clients are eligible for an initial pelvic exam for this determination.
- Had a hysterectomy due to cervical cancer or because of a history of in-utero diethylstilbestrol (DES) exposure.

9. Colonoscopy; Screening or Diagnostic Eligibility

Uninsured and underinsured clients of any age who are found to be at increased or high risk for colorectal cancer (CRC) may be eligible for colonoscopy through the CSP after undergoing prior approval for colonoscopy. Please refer to CSP Operations Manual, Chapter 4: Cancer Screening Guidance, Section E. Clients ages 50-64 who are symptomatic for colorectal cancer may be eligible for a diagnostic colonoscopy. For more information, see Section C-10 below.

Please note that clients who are at increased risk, high risk or have clinically significant signs and symptoms of CRC should NOT receive a fecal test (FOBT or FIT kit).

10. Medical Consultation

Clients ages 50 to 64 who present with one or more of the signs and symptoms of CRC listed below may be eligible for the CSP. These signs and symptoms must be assessed by a NYS-licensed health care provider to aid in the determination of CSP eligibility. A client may be referred directly for medical consultation for this evaluation.

Signs and Symptoms of CRC:

- Definite, palpable, right sided, abdominal mass
- Definite, palpable, rectal (not pelvic) mass
- Prolonged rectal bleeding with change in bowel habit to more frequent defecation or looser stools
- Persistent rectal bleeding without anal symptoms (soreness, discomfort itching, lumps, prolapse, pain)
- Nonspecific signs or symptoms strongly suggestive of colorectal cancer: melena (black, tarry stools), pencil of stools (thin stools difficult to pass) or iron deficiency anemia of undefined origin

11. Not Undergoing Treatment

Clients with a personal history of breast, cervical, colorectal cancer or dysplasia must complete treatment and have no evidence of residual or recurrent disease, must not be currently receiving coverage through the NYS Medicaid Cancer Treatment Program (Operations Manual, Chapter 7) and must be released to routine screening to be eligible for screening services through the CSP. Women receiving long-term hormonal therapy (e.g. Tamoxifen) have completed treatment for the purposes of this definition.

Cancer Screening Intervals

1. Breast Cancer

The CSP recommends and reimburses for breast cancer screening tests at the following intervals:

- Mammogram every one to two years beginning at age 40 and continuing for as long as a woman is in good health
- CBE annually for women ages 40 and over in conjunction with a gynecological health assessment or just prior to their screening mammogram

Women at increased risk for breast cancer should discuss screening options with their medical providers. While the CSP does not provide reimbursement for all advanced testing for women at high risk for breast cancer, the CSP partnerships may assist women to obtain alternate funds, either through referral to public health insurance programs for which they qualify, or to other available sources.

2. Cervical Cancer

The CSP recommends and reimburses for cervical cancer screening tests at the following intervals:

- Pap tests bi-annually in women over the age of 40 and then every three years after the completion of three consecutive, normal liquid-based or conventional Pap tests within a five-year period (60 months).**
- High-Risk HPV DNA test in women over the age of 40 when done in conjunction with a liquid-based Pap test. Women who have both a negative high-risk HPV DNA test and a negative Pap test should not have another cervical cancer screening for three years.**

**Note: Women who are immunocompromised, are infected with HIV, or were exposed in utero (as a fetus) to diethylstilbestrol (DES) should be screened annually with a Pap test. Additionally, women who have received treatment for pre-cancerous cervical conditions (e.g., Cervical Intraepithelial Neoplasia 2) should be followed appropriately by their health care provider before returning to a regular biannual screening schedule.

Cervical cancer screening in women who have had a hysterectomy (removal of the uterus) is addressed in CSP Operations Manual, Chapter 3: Eligibility, Section C-8.

3. Colorectal Cancer

The CSP recommends and reimburses for CRC screening tests at the following intervals:

- Fecal tests (either FOBT or FIT) annually in average-risk men and women ages 50 and older.
- Colonoscopy in men and women at increased or high risk for CRC to begin at varying ages depending on the individual's risk criteria.

The CSP initiated a pilot program for colonoscopy in average-risk individuals who undergo "Informed Decision Making" (IDM) at specific contractor/providers in 2010. For information related to the IDM pilot see Attachment 4-IV.

Following a screening colonoscopy for a CSP client, CSP providers should recommend the date of the next screening or surveillance visit. Refer to CSP Operations Manual, Chapter 6: Reimbursement to determine when the subsequent CRC screening or diagnostic services can be reimbursed through the CSP.

D. Diagnostic Follow-up of Abnormal Screening Test Results

1. Breast Cancer

Diagnostic follow-up is performed when a breast cancer screening test (mammogram and/or CBE) indicates that additional evaluation is required to assess an abnormal finding. A self-reported abnormal finding (i.e., a finding reported by a client) is not considered an abnormal finding. CSP contractors and providers must follow the required timeframes for diagnostic follow-up per program guidance from the NBCCEDP.

Diagnostic follow-up for an abnormal finding on a breast screening test must be completed as soon as possible, but no later than 60 days from the initial screening date. The CSP will reimburse for breast cancer diagnostic services for clients only under the following circumstances:

- A mass or other suspicious finding is noted on a CBE. For the purposes of follow-up a repeat CBE, surgical consultation and/or ultrasound must be performed. A mammogram alone cannot rule out breast cancer after an abnormal CBE.
- A screening mammogram is interpreted with a BIRADS result of “suspicious abnormality,” “highly suggestive of malignancy,” or “assessment incomplete.” In the CSP, a BIRADS 0 or “assessment incomplete” mammogram that requires additional mammographic or special views is reported as diagnostic mammogram on the Follow-up Form, not as a diagnostic mammogram on the Screening Intake Form. For further information related to the reporting of information on CSP data forms, please refer to the CSP Data Dictionary located on the “Resource” tab of the Indus Data system.

The CSP provides reimbursement for diagnostic follow-up for abnormal breast findings that are related to breast cancer. The CSP does not reimburse for surveillance of benign breast conditions. If there is a clinically significant change to a previously confirmed benign breast finding, a new diagnostic evaluation may be initiated.

Clients of any age diagnosed with breast cancer or precancerous breast conditions should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment. See CSP Operations Manual, Chapter 7: NYS Medicaid Cancer Treatment Program for information about Medicaid coverage for breast cancer treatment.

2. Cervical Cancer

Diagnostic follow-up is performed when a cervical cancer screening test indicates that additional evaluation is required to assess the abnormality. CSP contractors and providers must follow the required timeframes for diagnostic follow-up per program guidance from the NBCCEDP.

Diagnostic follow-up for an abnormal finding on a cervical cancer screening test should be completed as soon as possible, but no later than 90 days after the date from the initial screening.

The CSP only provides reimbursement for diagnostic follow-up for abnormal Pap test results and pelvic exam findings that are potentially related to cervical cancer or precancerous cervical changes. The CSP partnerships should assist women with Pap test and pelvic examination results indicative of another type of gynecologic cancer (vaginal, vulvar, endometrial or ovarian) to obtain alternate funds through referral to public health insurance programs for eligible women or through other sources. Clients with non-cancerous conditions (such as infections or sexually transmitted diseases [STDs]) may be referred to Title X Family Planning Clinics, Federally Qualified Health Centers, or STD clinics for diagnosis and treatment of these conditions.

Clients of any age diagnosed with precancerous cervical changes or cervical cancer should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment. See CSP Operations Manual, Chapter 7: NYS Medicaid Cancer Treatment Program for information about Medicaid coverage for cervical cancer treatment.

3. Colorectal Cancer

Diagnostic follow-up is performed when a CRC screening test indicates that additional evaluation is required to assess the abnormality that is present. CSP contractors and providers must follow required timeframes for diagnostic follow-up per program guidance.

Diagnostic follow-up for all positive fecal tests must be completed as soon as possible, but no later than 60 days from the fecal test development date. Providers should conduct proper follow-up for all positive fecal tests with a complete examination of the colon.

Abnormal results on a colonoscopy may be indicative of different conditions, including some not related to CRC or polyps. Clients found to have a condition other than polyps or CRC (such as hemorrhoids, upper gastrointestinal bleeding, or inflammatory bowel disease) should be appropriately managed by a health care provider. The CSP does not reimburse for treatment services for diagnoses other than those related to CRC. The CSP partnerships may assist such men or women to obtain alternate funds through referral to public health insurance programs, or other sources. Clients found to have adenomatous polyps, hyperplastic polyps, hereditary non-polyposis colon cancer (HNPCC) or familial adenomatous polyposis (FAP) should be appropriately followed-up according to clinical guidelines.

Clients diagnosed with CRC should be appropriately referred for treatment and may be eligible for Medicaid coverage for this treatment. See CSP Operations Manual, Chapter 7: NYS Medicaid Cancer Treatment Program for information about Medicaid coverage for CRC treatment.

Reimbursement Guidelines

Clinical services are paid for by the CSP contractor to the CSP-credentialed provider after the contractor has submitted all required data to the NYSDOH CSP and has been reimbursed by the NYSDOH. It is the responsibility of the contractor to reimburse participating providers for CSP-reimbursable clinical services from a provider invoice and in accordance with the CSP maximum allowable reimbursement rates. Therefore, contractors must have written agreements with participating providers that include agreements to provide services as outlined by the CSP Operations Manual and provisions of the contract described in Appendix A-3 (see CSP Operations Manual, Chapter 2: Partnership Required Activities and Standards, Section D for a copy of Appendix A-3). For reimbursement of clinical services, contractors and providers must:

1. Request reimbursement for clinical services only for clients who meet the eligibility criteria as defined in the CSP Operations Manual, Chapter 3: Eligibility.
2. Treat the CSP as the Payor of last resort. All providers agree to first bill client's other insurance and/or third party payor(s) for services provided through the CSP. Providers further agree that they may only seek CSP reimbursement from the CSP contractor and may not submit claims for reimbursement directly to New York State (NYS).
3. Accept reimbursement rates established by the CSP as payment in full for all services that are covered by the CSP. Maximum allowable reimbursement rates are issued annually by the CSP and are included in the *New York State Department of Health Cancer Services Program Reimbursement Schedule (Attachment 6-1)*. The *New York State Department of Health Cancer Services Program Reimbursement Schedule* represents reimbursement in full for specific services. The CSP does not reimburse for services billed by Current Procedural Terminology (CPT) code or on Health Care Financing Administration (HCFA) billing forms. Providers agree not to charge clients for the difference between the CSP reimbursement rate and the provider's usual fees. The CSP reimbursement rate is based on Medicare regional rates which include the technical and professional component of the service to be reimbursed. Under no circumstance shall providers bill CSP clients for the services that are reimbursed by the CSP.
4. Submit reimbursable services in a timely manner on a completed Screening Intake Form (SIF) and, where applicable, a Follow-up Form (FF).
5. Submit accurate demographic, screening, diagnostic, treatment and any other data required by NYS in a timely manner and in the format required by NYS.
6. The provider agrees that the reimbursement for clinical services will not be provided by NYS to the CSP contractor for reimbursement to the provider until appropriate data have been submitted and accepted in the CSP data system.

E. Maximum Allowable Reimbursement for Clinical Services

The CSP is the Payor of last resort. The CSP will pay for services according to the *New York State Department of Health Cancer Services Program Reimbursement Schedule (Attachment 6-1)* ONLY if the client meets all eligibility criteria and no other sources of payment are available for the services. Other sources include private insurance, managed care plans, Medicare, Medicaid, and Title X Family Planning Services.

Payor of last resort as it applies to Indian Health Service (IHS) Clinics and Tribally Operated Clinics: IHS is designated as the Payor of last resort, meaning that all other available alternative resources, including IHS facilities, must first be used before payment is expected. According to 42 CFR 136.61 (2002), IHS is the Payor of last resort for persons who have an alternate resource, notwithstanding any State or local law or regulation to the contrary. Accordingly, IHS will not be

responsible for or authorize payment for medical services to the extent that an alternate resource is available (Reference: CDC, NBCCEDP Program Guidance Manual, Policies and Procedures, Attachment C-1, April 2007). Therefore, the CSP may be billed for eligible services rendered outside of the IHS provider or facility to persons qualifying under the IHS who have no additional health insurance coverage or source of payment.

Refer to the *New York State Department of Health Cancer Services Program Reimbursement Schedule (Attachment 6-I)*. The reimbursement criteria are not clinical guidelines. These criteria address reimbursement of services through the CSP only. Alternate funds must be identified to reimburse for services which are recommended by providers, but are not reimbursed by the CSP.

NOTE: For reimbursement policies related to Family Planning Programs, refer to *Attachment 6-II Guidance for Cancer Services Program Partnerships and Title X Family Planning Providers, July 2009*.

Guidance for Cancer Services Program Partnerships and Title X Family Planning Providers July 2009

This information is being provided to assist partnerships and providers with understanding client eligibility for CSP reimbursable services when clients are referred to Title X family planning providers. As of April 1, 2009, the CSP eligibility for reimbursable services changed to serve women ages 40 years and older. There are a few exceptions to this which are outlined in the CSP policy. See CSP Operations Manual Chapter 4: Cancer Screening Guidance, Section H (CSP Policy for Breast Cancer Screening for Women below the Age of 40). However, clients 40 years of age and older who are referred to a Title X family planning provider should not automatically be assured that the visit will qualify for submission to the CSP for reimbursement.

The NYS Department of Health recommends that clients receive, as appropriate, the full range of services for which they are eligible. Therefore, if a woman 40 years of age or older presents to a Title X family planning provider for a visit (annual exam) for breast cancer screening (CBE) and cervical cancer screening (pelvic exam, Pap test and /or HR HPV DNA) and is also in need of contraceptive services, the full range of services are to be provided.

Therefore, when a client ages 40 years and older requires information and a service to regulate fertility, the visit becomes a Title X family planning visit; the breast and/or cervical cancer screening performed at this family planning visit are not eligible for CSP reimbursement. Clients who receive Title X eligible services will be assessed and assigned to a sliding fee scale for the Title X family planning visit.

A woman 40 years of age and older who has breast and/or cervical cancer screening at a family planning provider and who meets CSP eligibility will still qualify for a CSP-reimbursable mammogram at a CSP-participating provider, whether or not she is a Title X client. Title X does not cover breast imaging services. It is recommended that clients referred by CSP contractors to Title X family planning providers be informed at the time of referral, that if, at the time of the visit for breast and/or cervical cancer screening, they need or require any services related to birth control or family planning, the visit will not be eligible for CSP reimbursement and that they will be responsible for the fee-scaled cost of the visit. CSP contractor staff members are not required to triage or ask women questions about their methods of contraception. However, CSP contractor staff must communicate to a woman referred to a Title X family planning provider that the cancer screening services at this visit may not be reimbursable by the CSP.

Some examples of this include:

- A 40 year old woman is referred by CSP contractor staff to a Title X family planning provider for breast and cervical cancer screening. During the visit, the woman indicates that she needs either a new prescription or renewal for birth control (oral contraceptives, NuvaRing, Evra, Depo-Provera, etc.). The visit becomes a Title X family planning visit and is not eligible to be billed to the CSP.

- A 40 year old woman is referred by CSP contractor staff to a Title X family planning provider for breast and cervical cancer screening and she has an IUD. If at the visit there is a need to

discuss a problem with her IUD or the need to change the method, then it is not a CSP-eligible visit: this constitutes a Title X family planning visit which is not eligible for CSP reimbursement. If however, she has an IUD, but there is no required counseling or method change for this client, and all that is performed is her routine breast and cervical cancer screening, then it is a CSP eligible visit.

- A 40 year old woman had a tubal ligation at age 37 and is not in need of any services for birth control or regulation of her fertility; she requests breast and cervical cancer screening. This woman is CSP-eligible. If however, at the time of the visit, she requests counseling and information regarding reversal of her tubal ligation so that she might achieve another pregnancy, the visit would then be a Title X family planning visit and is not reimbursable by the CSP.
- A 40 year old woman is relying on her male partner's vasectomy as her method of birth control. This woman is eligible for breast and cervical cancer screening. However, if this same woman indicates at the time of the visit that while one of her partners has a vasectomy, she has another partner, who does not and needs to discuss the use of other methods of birth control, including the use of condoms, that visit now becomes a Title X family planning visit and is not reimbursable by the CSP.
- A 40 year old woman has a same sex partner and is not in need of contraception or a 40 year old woman is not sexually active and requires no information or services related to birth control or the regulation of her fertility. This woman is eligible for a CSP-reimbursed visit for breast and cervical cancer screening. If, in either of these situations, the woman indicated at the visit that she needed information regarding planning a pregnancy, then the visit is not eligible for CSP reimbursement. This example would include the client with a same sex partner who is interested in information regarding her and her partner attempting a pregnancy with a donor. This is not a CSP eligible visit



Exhibit "B"

Patient Service Fees: \$52,824



Exhibit C
Reporting and Vouchering Requirements

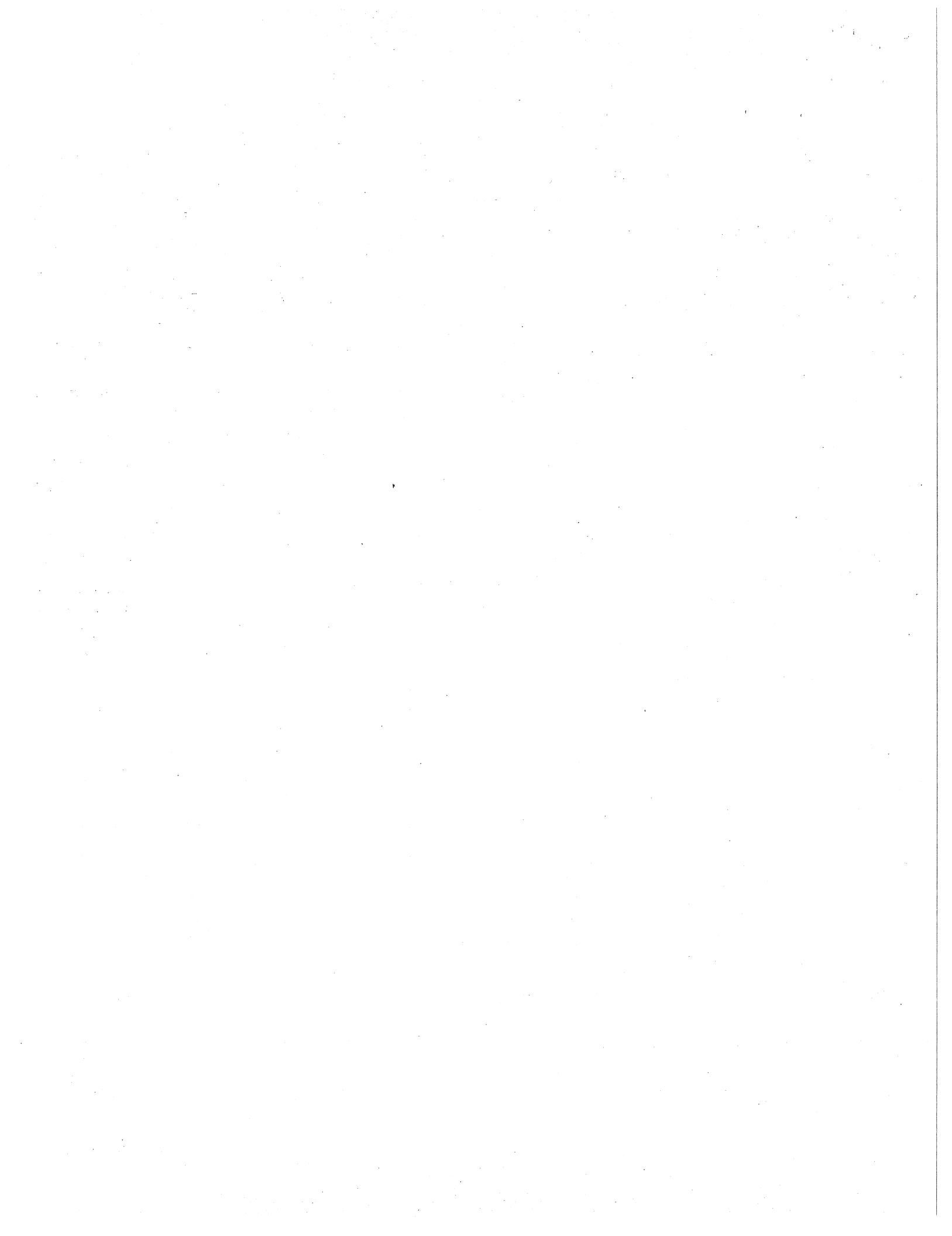
The Reporting Frequency for this Contract shall be:

Monthly

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted:

Tom Justin
NYS Dept. of Health
Empire State Plaza, Corning Tower
Room 1025
Albany, NY 12237-0658



Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the Agreement, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations** –
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. **Indemnity** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. **Amendments/Budget Changes** –

a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.

b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.

c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. **Insurance** –

a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.

- 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer and Use of Logos: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by Project Sponsor number <insert award #> from <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that 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, Contractor agrees that

neither it nor its authorized subcontractors, if any, 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 Agreement. 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous -

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Contractor's duties under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Contractor's performance under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.
- f) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment).

- 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the PHS Grants Policy Statement.
-
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
 - c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
 - d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
 - e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
 - f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
 - g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - h) Anti-Kickback Act Compliance - If this contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - i) Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
 - j) Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.
 - k) Clean Air Act Compliance - If this contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- l) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) 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 grant, 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.
- d) If 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 a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- i) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- j) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/reviselepl.html>.
- k) Equal Employment Opportunity, requires compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

February 15, 2013

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

FN 20 13-105

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

On February 4, 2013, we were informed that the Oneida County's *Lead Primary Prevention Program* (LPP) program will be receiving the annual cost of living adjustment (COLA) as outlined in Chapter 57, Laws of 2006. This COLA will amount to 8.02% of our 2011-12 contract or \$30,185.

We would like to use this COLA to support the mandatory LPP program inspections in the City of Utica's highest risk for lead poisoning area of Cornhill and West Utica that protect newborns and children under age six from lead poisoning hazards. The work of this program has reduced initial childhood lead poisoning rates by 30% since 2009 and saves tax dollars that would have been spent on healthcare and Early Intervention services.

We request that these funds be used to support the ongoing primary prevention activities.

In anticipation of receipt of these funds, the Health Department is requesting the following supplemental appropriation for the 2013 fiscal year.

To:	A4062.195 – Other Fees & Services.....	\$ 8,612
	A4062.212 – Computer Hardware.....	10,915
	A4062.4163 – Cellular Telephone Charges.....	796
	A4062.425 – Training and Special Schools.....	2,860
	A4062.491 – Other Materials and Supplies.....	750
	A4062.492 – Computer Software & Licenses.....	6,252
	Total:	\$30,085

This appropriation will be supported by revenue in A3412 – State Aid – Childhood Lead Poisoning for \$30,085. Please request the Board to act on the above-mentioned at their earliest convenience.

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

Sincerely,

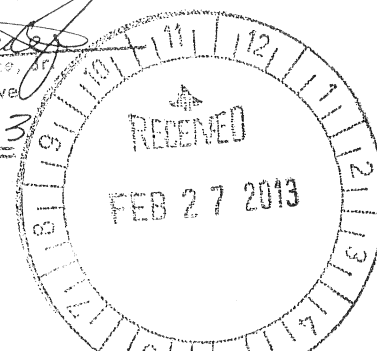
Patrice A. Bogan
Patrice A. Bogan, MS, FNP
Interim Director of Health

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

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

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

Date 2/25/13



ONEIDA COUNTY HEALTH DEPARTMENT

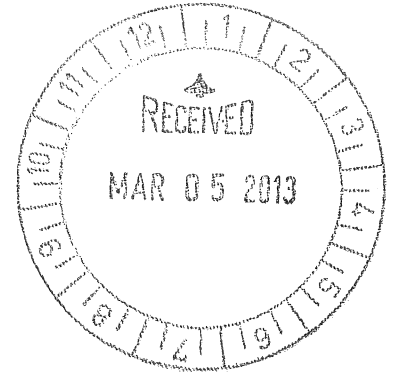
Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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



February 11, 2013

FN 20 13 - 104

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

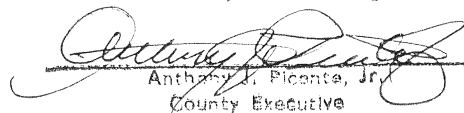
Re: Extension for Community Health Worker Program
C-021373 January 1, 2013 to September 30, 2013

Attached are five (5) copies of an extension for the Community Health Worker Program between Oneida County through its Health Department and The New York State Health Department.

The Community Health Worker Program (CHWP) assists families to access services to include assisting low income, pregnant women to enroll early in continuous and comprehensive prenatal care through assistance in overcoming barriers to accessing acceptable services, including enrollment in Medicaid and WIC; women of child-bearing age will be educated about dental health on pregnancy and dental services before and during pregnancy; all pregnancy and postpartum women will be screened for depression; parents will enroll infants and children for preventive health care to include enrollment in Medicaid, Child Health Plus and WIC; parents will be educated about the need for current immunizations for infants and children; families will receive education on lead poisoning prevention and children will be assisted and referred for screening; families will be informed of HIV risk factors, measures to prevent transmission, availability of HIV counseling and testing; families will be aware of the risk factors associated with prenatal substance use, to include tobacco and alcohol, individuals affected by or at risk for substance abuse will be referred to appropriate services; families will be educated about domestic violence and will be assisted to access appropriate services; women of child-bearing age will be informed about effective family planning methods including enrollment in family planning benefit program; all childbearing women will be educated about the benefits of breastfeeding to include support services; all families will receive education on milestones of infant and early childhood development and infants and children will be screened using the ASQ at 4, 8, 12, 24 and 36 months. All Community Health Worker Program staff has completed required CORE training and coordinators will attend annual coordinator's training to include continuing education and mentoring.

The term of the extension is for the period of January 1, 2013 through September 30, 2013 with reimbursement in the amount of \$149,486. This will result in new amended contract of \$1,475,541 from July 1, 2006 through September 30, 2013.

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


Anthony J. Picente, Jr.
County Executive

Date 3-5-13

Page Two
February 11, 2013

This is not a program mandated by Public Health Law.

The extension is being submitted for approval and signature after the commencement date due to the late receipt of the extension by New York State Department of Health.

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

Sincerely,

A handwritten signature in cursive script that reads "Patrice A. Bogan".

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

attachments
ry

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

DIVISION: Community Wellness C-021373

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Division of Family Health, Fiscal Unit
Corning Tower, Room 878
Empire State Plaza
Albany, New York 12237-0657

VENDOR CONTACT PERSON: Donna Hoinski, Health Program Administrator I

SUMMARY STATEMENTS: The Community Health Worker Program (CHWP) assists families to access services. Goals of the Community Health Worker Program are: Community Health Workers will assist low income, pregnant women to enroll early in continuous and comprehensive prenatal care through assistance in overcoming barriers to accessing acceptable services, including enrollment in Medicaid and WIC, for those eligible; women of child-bearing age will be educated about the impact of dental health on pregnancy, the need for dental services before and during pregnancy, and will be referred for at least one dental screening during pregnancy; all pregnant and postpartum women will be screened for depression using an approved screening tool; parents will enroll their infants and children in timely and continuous primary and preventive health care through assistance in overcoming barriers to acceptable services, including enrollment in Medicaid, Child Health Plus, and WIC, for those eligible; parents will be educated about the need for current immunizations and will be assisted to obtain up-to-date immunizations for their infants and children; families will receive education on lead poisoning prevention and children will be assisted and referred for screening; families will be informed of HIV risk factors, measures to prevent transmission, availability of HIV counseling and testing, and will be assisted to receive HIV testing and other related services; families will be aware of the risk factors associated with prenatal substance use, including tobacco and alcohol use, and individuals affected by or at risk for substance abuse will be referred to appropriate services; families will be educated about domestic violence and those needing assistance will be helped to access appropriate services, women of child-bearing age will be informed about effective family planning methods and will be assisted to receive timely and appropriate services, including enrollment in the family planning benefit program or other public insurance programs for which they are eligible; all childbearing women will be educated about the benefits of breastfeeding, successful techniques and available support services and will receive individual support when needed; all families will receive education on milestones of infant and early childhood development and infants and children will be screened using the ASQ at 4, 8, 12, 24 and 36 months. All CHWP staff has completed required Core CHWP Training: Part I, Part II and Part III and receive other continuing education and mentoring to support their role. All CHWP Coordinators will attend annual Coordinator's Training and will receive other continuing education and mentoring to support their role.

PREVIOUS CONTRACT YEAR: July 1, 2011 through June 30, 2012

TOTAL: \$199,314

THIS CONTRACT YEAR: January 1, 2013 through September 30, 2013

TOTAL: \$149,486

_____NEW _____RENEWAL _____AMENDMENT X EXTENSION

FUNDING SOURCE:

State Funds: Revenue Account: A3419 \$140,496 100% grant funded

Expense Account: A4019

County Dollars – Previous Grant: -0-

County Dollars – This Grant: -0-

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

DATE: February 11, 2013

Contract Reviewed By: _____

Nichole M. Hinman, Esq.
Assistant County Attorney

Date: _____

APPENDIX X

Contract Number: C-021373Contractor: Oneida Co. Health DepartmentAmendment Number: X-9

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 Co. 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 (Rev 12/11) and A-1 (Rev 10/08) with the attached appendix(es) A (Rev 12/12) and A-1 (Revised 10/12)
- Adds the attached appendix(es) B-8, D-8
- Other: (describe) Extends the contract term nine months to now end on September 30, 2013

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:

\$1,326,055
(Value before amendment)

From 7 / 1 / 2006 to 12 / 31 / 2012.
(Initial start date)

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

\$149,486

From 1 / 1 / 2013 to 9 / 30 / 2013.

This will result in new contract terms of:

\$1,475,541
(All years thus far combined)

From 7 / 1 / 2006 to 9 / 30 / 2013.
(Initial start date) (Amendment end date)

**APPENDIX A-1
(REV 10/12)**

**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
 - i. 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.
 - ii. 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.
 - iii. 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 2701, 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.
- iv. 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 - any proposed modification to the contract which results in a change equal to or greater than 10 percent (for contracts less than five million dollars) or 5 percent (for contracts more than five million dollars) to the total contract value 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:
- a. 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
 - b. 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.

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

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

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: *Donna Hoinski*

Title: *Health Program Administrator I*

Address: *Corning Tower Bldg., ESP, Albany 12237-0657 (Room 878)*

Telephone Number:

Facsimile Number:

E-Mail Address:

Insert Vendor/Grantee Name Here

Name: *Patrice A. Bogan, MS, FNP*

Title: *Interim Director of Health*

Address: *185 Genesee Street, Utica 13501*

Telephone Number: *315-798-5220*

Facsimile Number: *315-266-6138*

E-Mail Address: *pbogan@dc.gov.net*

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

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

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

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

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

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

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

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

Appendix B-8

C-021373

Oneida Co. Health Department

Community Health Worker Program
January 1, 2013 – September 30, 2013

Summary Budget

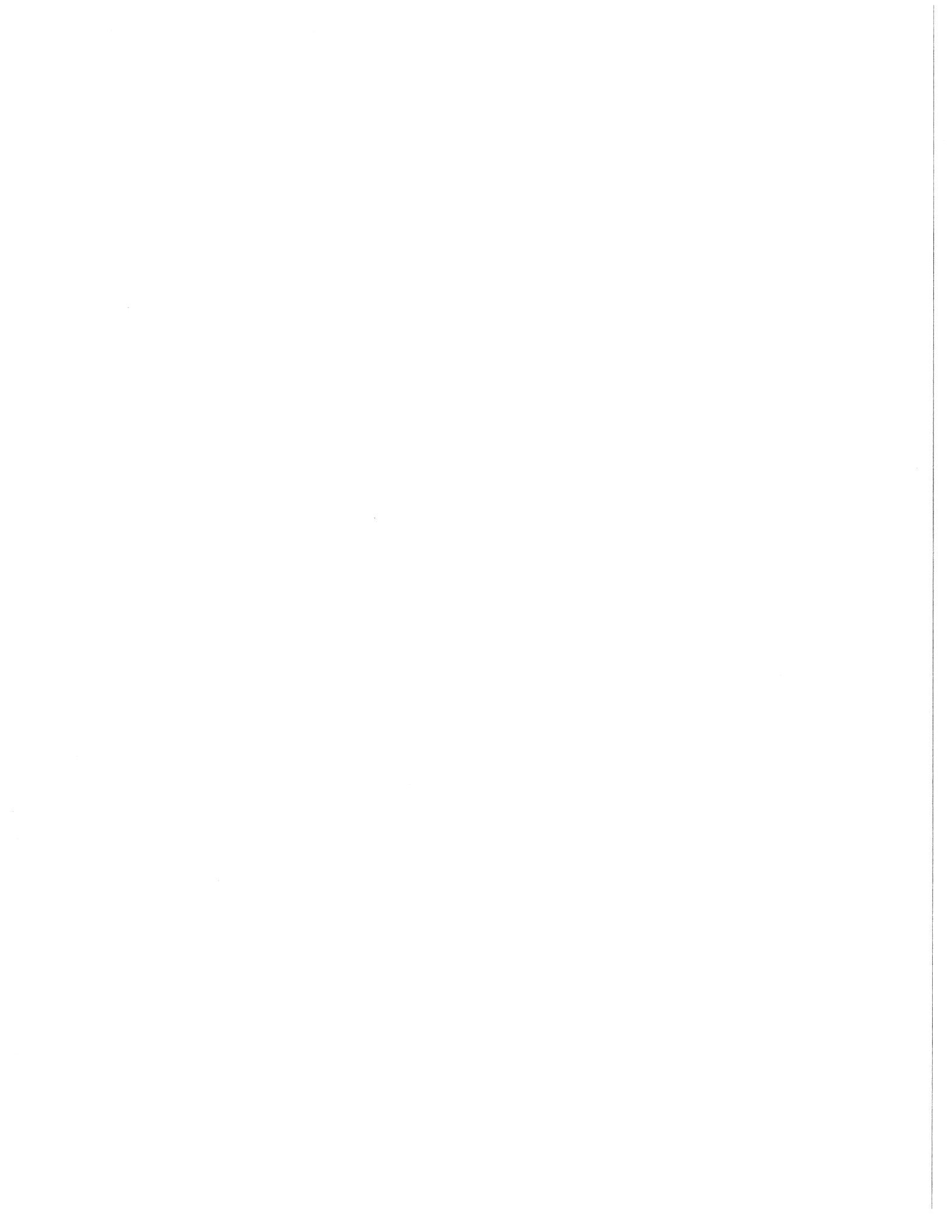
Table A of Budget Pages

Contractor: Oneida County Health Department
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**APPENDIX B-8
 TABLE A - SUMMARY BUDGET - CHWP
 OPERATING BUDGET AND FUNDING REQUEST
 January 1, 2013 - September 30, 2013**

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
Personal Services				Other Source
Total Personal Service and Fringe	\$116,447	\$134,240	\$8,408	In-kind
Nonpersonal Services				
Supplies and Materials	\$721	\$721		
Travel Expenses	\$8,500	\$8,500		
Contractual Expenses	\$5,250	\$5,250		
Equipment Expenses				
Other Expenses	\$2,625	\$775	\$1,850	In-Kind
Subtotal Nonpersonal Services	\$17,096	\$15,246	\$1,850	
GRAND TOTAL	\$133,543	\$149,486	\$10,258	

Federal Funds are being used to support this contract. Catalog of Federal Domestic Assistance (CFDA) numbers are: Medicaid Match 93.778 50%



Appendix D-8

C-021373

Oneida Co. Health Department

Community Health Worker Program
January 1, 2013 – September 30, 2013

Standard Workplan

CHWP WORKPLAN
January 1, 2013 – September 30, 2013

GOAL 1: LOW INCOME, PREGNANT WOMEN WILL ENROLL EARLY IN CONTINUOUS AND COMPREHENSIVE PRENATAL CARE THROUGH ASSISTANCE IN OVERCOMING BARRIERS TO ACCESSING ACCEPTABLE SERVICES, INCLUDING ENROLLMENT IN MEDICAID AND WIC, FOR THOSE ELIGIBLE.

OBJECTIVES

ACTIVITIES

OUTCOMES

- 1. Total #100 enrolled for CHWP case management
 - a. #75 pregnant – case managed
 - b. #25 parenting – case managed
- 2. a) Women initiating prenatal care in the first trimester will increase from 80% to 83%.
- b) Pregnant women enrolled in prenatal care with CHW assistance will be maintained at least at 50%.

Out reach activities will continue to focus on enrolling women in the inner cities of Utica and Rome. Although services are provided throughout the entire county, concentration will be given to the underserved in the zip code areas of 13501 and 13502 (Utica), 13440 (Rome), 13480 (Waterville), 13417 (New York Mills), 13316 (Camden), and 13309 (Blossvale). Collaboration with WIC, Local high schools, alternative schools, local MCH programs and OB providers will continue.

Enrollment into prenatal care in the first trimester will continue to be the priority. Barriers such as transportation and child care will be addressed with the ultimate goal of independence in these areas. CHWP collaboration with school nurses, social workers and local OB providers and other organizations that service pregnant women will be strengthened to find and assist pregnant women in need. CHWs will brainstorm to increase outreach in the priority areas to locate and assist underserved pregnant women. The CHWs will maintain their membership in the Teen Pregnancy Prevention Program (TPPN).

75 % pregnant
25 % parenting

83 % first trimester PNC
5 % late/no PNC

50 % enrolled in PNC with CHW assistance

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CHWP WORKPLAN
January 1, 2013 – September 30, 2013

3. Women initiating prenatal care within one month of entry to CHWP will be maintained at 85%

Pregnant women will be assisted in obtaining and keeping OB appointments. Advocacy between clients and providers will be a priority. Education concerning the necessity of prenatal care will be addressed with all ante partum clients. 85% PNC within one month

4. Attend prenatal care appointments will increase from 96% to 97%

All ante partum clients will be educated in the necessity of consistent prenatal care. Barriers such as transportation and child care will be addressed with each client and resolved with the use of support systems and community resources. Transportation will be provided until alternative avenues are in place. 97% PNC appointments attended

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(GOAL 1, continued)

CHWP WORKPLAN
January 1, 2013 – September 30, 2013

OBJECTIVES

ACTIVITIES

OUTCOMES

5. Total eligible pregnant women enrolled in Medicaid will be maintained at 95%

All clients will be screened for active Medicaid. Barriers in obtaining Medicaid will be discussed and addressed with the client. The certification and timely recertification process will be discussed with the client to prevent lapse of coverage.

95% total enrolled in Medicaid

6. Total eligible pregnant women enrolled in WIC will be maintained at 95%

Both ante partum and post partum women will be educated in nutrition. The benefits WIC can provide will be discussed. Referrals to WIC and EAT SMART NY will be provided as needed. Referrals for lactation consultants and support system will be provided. Location for the appropriate WIC site will also be given to clients.

95% total enrolled in WIC

7. LBW infants (less than 2500 grams) born to CHWP women will be reduced from 14% to 10%.

Historically we have been unable to meet the goal of LBW babies that is expected. The CHWs will continue to provide education in nutrition, dental care, importance of keeping all prenatal appointments and the causes of low birth weight babies. The issues of transportation and child care will be addressed as needed. Transportation will be provided to prenatal and WIC appointments until another resolution can be arranged. We do have a lot of clients that have behavioral diagnoses and academic issues as well as those that engage in risky behaviors. We also have a high rate of teen pregnancies. CHWP will continue to collaborate with local schools to admit pregnant teens to the program. We will also continue to make referrals to counseling for tobacco/drug abuse and arrange for transportation as needed.

10% LBW

CHWP WORKPLAN
January 1, 2013 – September 30, 2013

8. Postpartum women who complete a postpartum visit within eight weeks of birth will be maintained at 95%.

Education for the need of post partum care within eight weeks will be done prior to EDD. This issue will be stressed with the teen population. The need for car seats will also be addressed at this time. Referrals to obtain a car seat will be given as needed. CHWs will attempt to make visits within 10 days of delivery to encourage post partum OB visits and assist with plans for transportation and child care as needed. Education for continuous GYN care will be provided. 95 % postpartum visits within 8 weeks

GOAL 2: WOMEN OF CHILD-BEARING AGE WILL BE EDUCATED ABOUT THE IMPACT OF DENTAL HEALTH ON PREGNANCY, THE NEED FOR DENTAL SERVICES BEFORE AND DURING PREGNANCY, AND WILL BE REFERRED FOR AT LEAST ONE DENTAL SCREENING DURING PREGNANCY.

OBJECTIVES

1. Pregnant women will be educated about the effects of dental health on the health of the fetus, the need for dental services before and during pregnancy, and made aware of

ACTIVITIES

All clients will be educated on the necessity of dental hygiene and how it relates to general health for themselves and their infants. Barriers to receiving dental care will be addressed and dealt

OUTCOMES

100% educated

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community resources for dental services.

CHWP WORKPLAN
January 1, 2013 – September 30, 2013
with as needed. A list of dental providers will be given to clients as required.

2. Completed referrals for dental screening services will increase from 74% to 77%.

CHWs will advocate for the clients to receive dental 77% completed referrals care if needed. Clients will be educated on the need for continuous dental care and encouraged to comply. Barriers preventing clients and their families from receiving dental care will be addressed and removed as reasonable solutions will be obtained.

GOAL 3: ALL PREGNANT AND POSTPARTUM WOMEN WILL BE SCREENED FOR DEPRESSION USING THE AN APPROVED SCREENING TOOL.

OBJECTIVES

**CHWP WORKPLAN
January 1, 2013 – September 30, 2013
ACTIVITIES**

OUTCOMES

- 1. a) All pregnant women will be screened for depression using an approved screening tool.
- b) All postpartum women will be screened for depression using an approved screening tool.

All pregnant and post partum women will be screened for depression with the use of the Edinburg Scale. This scale provides a basis for CHWs to discuss feelings and reactions, with the client, to everyday events that can easily get out of control and become a crises situation.

100% pregnant women screened for depression
100% postpartum women screened for depression

- 2. a) At risk pregnant women will be referred for further assessment.
- b) At risk postpartum women will be referred for further assessment.

Women who have demonstrated a need for a mental health referral will receive one to a local mental health provider. CHWs will advocate as needed for the client to receive services with timely appointments. The CHWs will assist with transportation needs and other barriers that are presented to resolve them. The client will be educated on the need for consistent care and medication when indicated. Those clients that are off their medication due to pregnancy will be monitored closely and encouraged to keep all scheduled counseling sessions. The client will be educated on the need for family balance and relationships with regard to mental health. The CHW will provide a crises phone number to call as well as instructing to call 911 if the need arises. OCHD and CHWP have policies in place in case a CHW witnesses a crises situation when a client

80% completed referrals of pregnant women
70% completed referrals of postpartum women

CHWP WORKPLAN

January 1, 2013 – September 30, 2013

puts herself, her family or the CHW in a harmful position. The CHW is to call 911 and her coordinator, who will in turn notify the Director of Wellness for further instruction.

GOAL 4: PARENTS WILL ENROLL THEIR INFANTS AND CHILDREN IN TIMELY AND CONTINUOUS PRIMARY AND PREVENTIVE HEALTH CARE THROUGH ASSISTANCE IN OVERCOMING BARRIERS TO ACCEPTABLE SERVICES, INCLUDING ENROLLMENT IN MEDICAID, CHILD HEALTH PLUS, AND WIC, FOR THOSE ELIGIBLE.

OBJECTIVES

1. Newborns who complete the first newborn visit within four weeks of birth will be maintained at 95%.

ACTIVITIES

Prior to the client's EDD the CHW will instruct on the need for obtaining a primary care physician for the infant. The CHW will advocate for the client as necessary and will give a list of local providers. The CHW will be assured an appointment is made for the infant within ten days of delivery. The CHW will assist to resolve any barriers that may arise to keeping the appointment. Education to keeping all scheduled appointments with the PCP will be

OUTCOMES

95% newborn visits within 4 weeks

CHWP WORKPLAN

January 1, 2013 – September 30, 2013

given. A referral for a car seat will be made if needed. A calendar will be provided by the CHW to organize appointments.

- 2. Children not enrolled in primary care at CHWP entry who complete enrollment in a medical home will be maintained at 95%.

Clients will be educated on the need for all family members to have a PCP. The CHW will assist any women or child without a PCP to obtain one. All clients will be educated in the proper use of Urgent Care verses Emergency Care.

95% completed enrollments after CHWP entry

- 3. a) Total eligible newborns enrolled in Medicaid will be at least 95%.
- b) Total eligible children enrolled in Medicaid will be at least 95%.

The CHW will screen all clients and children for insurance. CHWs will provide the proper forms needed to apply for Medicaid and/or managed care as needed. They will provide assistance as needed to fill out the forms and follow-up to be assured the proper information was given to DSS. The clients will be encouraged to keep in contact with the DSS caseworker and keep information such as addresses and phone numbers updated so that coverage does not lapse. Families not eligible for Medicaid will be assisted and encouraged to apply for FHP and CHP as indicated. The CHW will provide forms, list of documentation needed, site locations to enroll as well as benefits provided to qualifying families. The coordinator will keep the CHWs informed of updates in the program.

95% total newborns enrolled in Medicaid

95%total children enrolled in Medicaid

- 4. Eligible children for whom enrollment in Child Health Plus is completed will be maintained at 95%.

95% enrolled in Child Health Plus

CHWP WORKPLAN
January 1, 2013 – September 30, 2013

(GOAL 4, continued)

OBJECTIVES

5.a) Total eligible newborns enrolled in WIC will be at least 95%.

ACTIVITIES

All ante partum women will be educated on good nutrition. Referrals to WIC will be made as needed by the CHW. Follow-up post partum will be done so the CHW is assured that mom, newborn and other children are enrolled in WIC, if eligible. Location of local sites will be provided by the CHW. Education to keep all appointments will be provided by the CHW. The CHW will explain the need for timely appointments and will assist with resolving any barriers that may exist in keeping appointments. The CHW will advocate for the client with any problems they may encounter.

OUTCOMES

95% total eligible newborns enrolled in WIC

b) Total eligible children enrolled in WIC will be at least 95%.

95% total eligible children enrolled in WIC

GOAL 5: PARENTS WILL BE EDUCATED ABOUT THE NEED FOR CURRENT IMMUNIZATIONS AND WILL BE ASSISTED TO OBTAIN UP-TO-DATE IMMUNIZATIONS FOR THEIR INFANTS AND CHILDREN.

OBJECTIVES

1.a) Total infants who are up-to-date with immunization will increase from 77% to 80%

ACTIVITIES

Clients will be educated on the importance of immunizations for all family members in regard to the health on their infant including prenatal.

OUTCOMES

80% of infants current with immunizations

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CHWP WORKPLAN

January 1, 2013 – September 30, 2013

b) Total children who complete immunizations will be maintained at least at 95%.

95% of children current with immunizations

Clients will be encouraged to keep all well baby/child appointments with their PCP. The clients will be provided a blank immunization record to keep track of their child's immunizations. CHWs will educate families about current updates concerning immunizations and childhood diseases. CHWs will provide referrals as needed to family members that are not updated with immunizations.

GOAL 6: FAMILIES WILL RECEIVE EDUCATION ON LEAD POISONING PREVENTION AND CHILDREN WILL BE ASSISTED AND REFERRED FOR SCREENING.

OBJECTIVES

1. All homes will be assessed for risks of childhood and prenatal lead exposure and appropriate referrals made.
2. All families with children under 6 years of age will receive education about risks and prevention of lead poisoning.

ACTIVITIES

All clients' homes will be assessed for environmental hazards, including lead, on intake to the CHWP. The Home Safety Checklist will be completed. This will provide an indication as to what organization the client/landlord should be referred. The Environmental Department in collaboration with the CHWs provides in depth instruction in the prevention of lead exposure to the community and landlords.

Clients with small children will be educated in sources of lead exposure as well as prevention. Families in need of a HEPA filter vacuum cleaner are referred to Oneida County Lead Poisoning and Prevention Program where these specialty cleaners are available.

OUTCOMES

100% families educated

CHWP WORKPLAN
January 1, 2013 – September 30, 2013

3. a) Infants up-to-date with lead screening will increase from 77% to 80%. Only one infant (9%) was not screened for lead. 80% infants lead screened 27% closed before one year. So our numbers do not reflect an accurate account of screenings. All clients will be educated on the importance of lead screenings at one and two years of age. Ante partum clients are also encouraged to get screened if they live in a known high lead area. 93% children lead screened
- b) Children up-to-date with lead screening will increase from 91% to 93%.

GOAL 7: FAMILIES WILL BE INFORMED OF HIV RISK FACTORS, MEASURES TO PREVENT TRANSMISSION, AVAILABILITY OF HIV COUNSELING AND TESTING, AND WILL BE ASSISTED TO RECEIVE HIV TESTING AND OTHER RELATED SERVICES.

OBJECTIVES

1. All women of child bearing age will be educated about risks, prevention measures and community resources.

ACTIVITIES

All clients as well as the community are educated on HIV through home visits, health fairs and teen support groups. Information on safe sex behavior is also provided at these events.

OUTCOMES

100% educated

2. All pregnant women will know about the effectiveness of antiretroviral

CHWs provide all clients with packets containing information on HIV transmission, impact on unborn

100% educated

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therapy in preventing perinatal transmission and will discuss HIV C & T with their prenatal provider.

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January 1, 2013 – September 30, 2013

infants, antiviral therapy and safe sex. Clients are encouraged to get tested if they feel they may have been infected. CHWs also encourage women to discuss transmission of HIV with their partner and to encourage them to also get tested. Community resource information is also provided. 5% pregnant women receiving specific referrals

GOAL 8: FAMILIES WILL BE AWARE OF THE RISK FACTORS ASSOCIATED WITH PRENATAL SUBSTANCE USE, INCLUDING TOBACCO AND ALCOHOL USE, AND INDIVIDUALS AFFECTED BY OR AT RISK FOR SUBSTANCE ABUSE, WILL BE REFERRED TO APPROPRIATE SERVICES.

OBJECTIVES

1. Pregnant women and other family members will be educated about the effects of substance use, including impact of alcohol and smoking on the health of the fetus.

ACTIVITIES

Pregnant women will be educated about the effects of substance abuse on the health of the fetus within the first three visits of intake. Substance abuse education will include illicit drugs, alcohol and smoking.

OUTCOMES

100% educated

2. Clients will be screened and made aware of community resources

All clients will be screened for the use of illicit drugs, alcohol and tobacco use. The CHW will provide a list of community resources to assist with cessation of the substance and will encourage the client to contact the agency. The CHW will also provide support and advocacy if needed during the cessation process. 100% screened

CHWP WORKPLAN
January 1, 2013 – September 30, 2013

(GOAL 8, continued)
OBJECTIVES

3. Completed referrals for substance abuse services will be maintained at 95%.

ACTIVITIES

CHWs will encourage clients who participate in risk behavior to contact the community resource provided and will act as an advocate as needed. The CHWP will continue our collaborative relationship with our local agencies such as Insight House and JCTOD. The CHW will also monitor compliance with the resource provided.

OUTCOMES

95% completed referrals

GOAL 9: FAMILIES WILL BE EDUCATED ABOUT DOMESTIC VIOLENCE AND THOSE NEEDING ASSISTANCE WILL BE HELPED TO ACCESS APPROPRIATE SERVICES.

OBJECTIVES

1. Pregnant women and other family members will be educated about domestic violence.

ACTIVITIES

All pregnant and post partum women will be educated in domestic violence and the impact it has on infants and children in the home. Culturally sensitive materials will be used and the safety of the women and children, in homes of suspected abuse, will be priority.

OUTCOMES

100% educated

2. Clients will be screened and made aware of community resources.

All clients will be screened and provided with community resources for assistance with both physical and emotional abuse. When clients are identified as experiencing abuse all measure will

100% screened

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CHWP WORKPLAN

January 1, 2013 – September 30, 2013
be taken to ensure their safety.

3. Completed referrals for domestic violence services will increase from 43% to 50%.

We had an unusually low percentage of referrals kept for domestic violence. The clients who did not seek help from the resources provided were just not ready to take the first step. The CHW will continue to encourage suspected victims to contact agencies provided to assist with their safety. The CHW will also help with developing a back up plan for emergency escape if needed. Clients will be assisted with referrals, transportation, and will be accompanied to a safe house program as needed. The CHWP will work closely to collaborate with local law enforcement, DSS and YWCA to provide a safe home for the victims. 50% completed referrals

GOAL 10: WOMEN OF CHILD-BEARING AGE WILL BE INFORMED ABOUT EFFECTIVE FAMILY PLANNING METHODS AND WILL BE ASSISTED TO RECEIVE TIMELY AND APPROPRIATE SERVICES, INCLUDING ENROLLMENT IN THE FAMILY PLANNING BENEFIT PROGRAM OR OTHER PUBLIC INSURANCE PROGRAMS FOR WHICH THEY ARE ELIGIBLE.

CHWP WORKPLAN
January 1, 2013 – September 30, 2013
ACTIVITIES

OUTCOMES

OBJECTIVES

1. Family planning education will start in the third trimester for pregnant women and be reinforced early postpartum. All women of child-bearing age will receive current information about effective family planning methods consistent with their culture and lifestyle.

100% educated

Clients will be provided with current forms of baby spacing or family planning in the admission packet of the CHWP. Family planning will be stressed in the third trimester of pregnancy and in early post partum stages. CHWs will be kept updated on these issues through webinars and conferences. Information on Medicaid benefits for family planning will be given to all clients. CHWs will work closely with Planned Parenthood as a resource for clients.
2. Completed referrals for family planning services will increase from 84% to 87%.

87% completed referrals

Clients will be educated on family planning throughout the pregnancy but stressed in the third trimester and at the first post partum visit. The CHW will make a post partum visit within two weeks of delivery to review the client's family plan and assist with setting up her post partum OB visit. The client will be instructed to be consistent with the form of baby spacing chosen and to keep all required GYN appointments.
3. Completed referrals to Family Health Plus, FPEP or FPBP for postpartum women who will lose Medicaid eligibility will be maintained at 95%.

95% completed referrals to FHP, FPEP or FPBP

Medicaid eligibility will be reviewed on all clients near the time of delivery by the CHW. Post partum women who are found to be ineligible for Medicaid will be educated on FHP, FPEP or FPBP. The client will then be referred to Planned Parenthood for an application to be completed and submitted to DSS. The CHW will encourage these clients to apply and assist with enrollment as needed. CHWs will be updated as needed on the enrollment process.

CHWP WORKPLAN
January 1, 2013 – September 30, 2013

GOAL 11: ALL CHILDBEARING WOMEN WILL BE EDUCATED ABOUT THE BENEFITS OF BREASTFEEDING, SUCCESSFUL TECHNIQUES AND AVAILABLE SUPPORT SERVICES AND WILL RECEIVE INDIVIDUAL SUPPORT WHEN NEEDED.

OBJECTIVES

1. Postpartum women who breast-feed at time of hospital discharge will increase from 51% to 53%.
2. Postpartum women who breast-feed for at least six weeks will increase from 32% to 35%.
3. Postpartum women who breast-feed for at least six months will increase from 8% to 11%.

ACTIVITIES

All clients are educated on the advantages of breast feeding to the infant as well as the mother. We did exceed our goal of 50% from last year. Information on WIC services on breast feeding is given to all clients. CHWs will continue to advocate for breast feeding. Lactation consultants are provided through referrals to Maternal Child Health and WIC.
CHWs will continue to educate on the advantages of breast feeding for at least 6 months. Clients will be given support and education how to maintain breast feeding when they return to work or school. CHWs will support the clients in making a plan how to continue breast feeding for at least 6 months. CHWs will explore how mothers successfully breastfeed and share these experiences with new lactating mothers. CHWs will inform lactating mothers on location of Breast Feeding Cafes where they can receive education from professionals as well as share experiences with other moms in a non-clinical setting located in Utica and Rome.

OUTCOMES

- 53% breastfed at hospital discharge
- 35% breastfed for at least six weeks
- 11% breastfed for at least six months

CHWP WORKPLAN
January 1, 2013 – September 30, 2013

GOAL 12: ALL FAMILIES WILL RECEIVE EDUCATION ON MILESTONES OF INFANT AND EARLY CHILDHOOD DEVELOPMENT AND INFANTS AND CHILDREN WILL BE SCREENED USING THE ASQ AT 4, 8, 12, 24 AND 36 MONTHS.

OBJECTIVES

1. a) All infants will receive ASQ screenings at 4, 8, 12, 24 and 36 mos.
- b) All other siblings in the family under 5 years old will receive at least 1 ASQ screening at the appropriate interval.
2. At risk infants and children will be referred to a local early intervention program for further assessment.

ACTIVITIES

All clients are instructed to do tummy time with their infants in a safe manner. Mothers are educated on the importance and rational of ASQs and are included in the process. CHWs instruct the parents that all children progress at their own pace but the ASQ gives us guidelines when the infant/child needs special help. Whenever indicated the infant/child will be referred to EI with consent from the parent. The CHW will support the parents and encourage them to keep all appointments with the therapists.

OUTCOMES

100% ASQ completed for infants
60% ASQ completed for other siblings
100% EI Referrals
87% kept

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CHWP WORKPLAN

January 1, 2013 – September 30, 2013

GOAL 13: ALL CHWP STAFF HAVE COMPLETED REQUIRED CORE CHWP TRAINING: PART I, PART II AND PART III AND RECEIVE OTHER CONTINUING EDUCATION AND MENTORING TO SUPPORT THEIR ROLE. ALL CHWP COORDINATORS WILL ATTEND ANNUAL COORDINATOR'S TRAINING AND WILL RECEIVE OTHER CONTINUING EDUCATION AND MENTORING TO SUPPORT THEIR ROLE.

OBJECTIVES

- 1. PART I - Program Coordinators will be familiar with PART I of Core Training, Implementation and Management of a CHWP and ensure all CHWs are orientated to the job.

ACTIVITIES

All staff and the coordinator have received Core Training in Part 1. The coordinator went for the first time this past year. 1 CHW went for a refresher this year. Topics of concern are updated at each monthly staff meeting.

OUTCOMES

4# staff completed PART I

- 2 a) PART II - Program Coordinators will be familiar with PART II Core Training and ensure all CHWs complete PART II of Core Training, Preparing the CHWs to Serve the Target Population.

All staff and the coordinator have received Core Training Part 11. The coordinator went for the first time this year and 1 CHW went for a refresher course.

4# staff completed PART II

- b) Program Coordinators will provide ongoing training/in-service education on appropriate topics.

The coordinator and all CHWs participate in webinars and conferences throughout the year to keep updated in the concerns of caring for our clients. The coordinator does research most days to find information our clients should be aware of and educates the CHWs at the monthly staff meetings.

4# staff completed ongoing training /in-service

- 3. PART III - All new CHWs and Program Coordinators will successfully complete PART III of Core Training, Case Finding and Case Management.

The coordinator and all CHWs have completed Core Training Part 111. The coordinator went for the first time this year and 1 CHW went for a refresher. The coordinator audits charts and keeps CHWs updated on how to improve their case management. We also case conference frequently to keep updated on the individual client's needs.

4# staff completed PART III

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Contract #

CHWP WORKPLAN

January 1, 2013 – September 30, 2013

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4. Program Coordinator will attend annual Coordinator's training, and ongoing training/in-service education on appropriate topics.

The program coordinator did not attend the Coordinator training this year because it was not offered since the beginning of her employment. Because of the fact that our CHW program did not apply for the grant starting October 1st, 2013 the coordinator will probably not attend any trainings this year. The coordinator will however keep updated through webinars, local conferences and any other means available to keep the CHWs knowledgeable in serving their clients with the most recent available information.

Community Health Worker Program
Standard Work Plan

Goal 1: An acceptable detailed work plan and budget will be submitted to and approved by the Department of Health prior to any payment being made to the contractor.

Goal 2: Low income, pregnant women will enroll in comprehensive prenatal care in the first trimester through assistance in overcoming barriers to accessing acceptable services, including enrollment in Medicaid and WIC, for those eligible, and will attend at least 90% of visits.

1. Pregnant women will comprise a minimum of 75 percent of the program's caseload and outreach activities will be geared towards enrolling women without prior prenatal care. Careful attention will be given to planning how, when and where outreach will be conducted and evaluating its effectiveness in reaching pregnant women not engaged in prenatal care. The program will determine program eligibility and priority for enrollment.
2. Caseloads vary depending on the nature of the community, its resources and barriers, and the complexity of family needs. On average, each CHW will maintain a caseload of 25 at any given time. With case turnover, the caseload per CHW will be greater than 25, and on average is expected to range between 40-50 clients annually.
3. CHWs will assist clients to enroll in comprehensive prenatal care within the first trimester, or no later than one month after entry into the program. Towards that goal, at least 80% of clients enrolled in the program will enter prenatal care in the first trimester. Fully 100% of women not already enrolled in prenatal care will initiate care within one month of entry to the CHWP.
4. CHWs will assist pregnant women to schedule and keep prenatal care appointments and will work with women to ensure that at least 90% of prenatal appointments are kept.
5. At least 90% of eligible pregnant women will enroll in Medicaid and WIC.
6. Through these interventions, the CHWP will work to reduce the number of low birth weight babies born to women enrolled in the program to no more than 5%, which is the Healthy People 2010 target.

7. Postpartum women will be assisted to schedule and keep their postpartum visit within 8 weeks of delivery, and 85% will attend scheduled postpartum visits.

Goal 3: Women of child-bearing age will be educated about the impact of dental health on pregnancy, the need for dental services before and during pregnancy, and will be referred for at least one dental screening during pregnancy.

1. All pregnant women will be educated about the effects of dental health on the health of the fetus, the need for dental services before and during pregnancy, and made aware of community resources for dental services.
2. At least 50% of referrals for dental screening services will be completed.

Goal 4: All pregnant and postpartum women will be screened for depression using an approved screening tool.

1. At least 80% all pregnant and postpartum women referred to local counseling services for further assessment will complete the referral.

Goal 5: Parents will enroll their infants and children in timely and continuous primary and preventive health care through assistance in overcoming barriers to acceptable services, including enrollment in Medicaid, Child Health Plus, and WIC, for those eligible.

1. Fully 90% of newborns in the program will complete the newborn visit within four weeks of birth.
2. Among children in the household not already enrolled in primary care, at least 90% will be assisted to enroll by the CHW.
3. No less than 95% of all eligible newborns and 90% of children residing in the household will be assisted to enroll in Medicaid
4. At least 75% of children residing in the household who are ineligible for Medicaid will be assisted with enrollment in Child Health Plus.
5. At a minimum, 95% of all eligible newborns and 90% of children residing in the household will be enrolled in WIC.

Goal 6: Parents will be educated about the need for current immunizations and will be assisted to obtain up-to-date immunizations for their infants and children.

2. At least 75% of referrals made for domestic violence services will be kept.

Goal 11: Women of child-bearing age will be informed about effective family planning methods and will be assisted to receive timely and appropriate services, including enrollment in the family planning benefit program or other public insurance programs for which they are eligible.

1. All women of childbearing age will receive current information about effective family planning methods, and will be assisted to obtain services.
2. Starting in the third trimester and continuing through the early postpartum period, all pregnant women will receive education about family planning methods and will be assisted to choose an effective family planning method that is consistent with their culture and lifestyle.
3. At least 85% of postpartum women will obtain family planning services within eight weeks of delivery.
4. At least 75% of post partum women who lose Medicaid eligibility will enroll in Family Health Plus, the Family Planning Benefit Program or the Family Planning Extension Program, as appropriate.

Goal 12: All childbearing women will be educated about the benefits of breastfeeding, successful techniques and available support services and will receive individual support when needed.

1. Among postpartum women, at least 75%, 65% and 50% will breast-feed at hospital discharge, at six weeks and at six months, respectively.

Goal 13: All families will receive education on milestones of infant and early childhood development and infants and children will be screened using the ASQ at 4, 8, 12, 24 and 36 months.

1. At least 90% of infants born into the CHWP will receive ASQ screenings at 4, 8, 12, 24 and 36 months, as appropriate.
2. All other children and infants in the family under five years old will receive at least one ASQ screening at the appropriate time.
3. All at risk infants and children will be referred to a local Early Intervention Program for further assessment, and 90% of these referrals will be kept.

Goal 14: All CHWP staff have completed required core CHWP training: Part I, Part II and Part III and receive other continuing education and mentoring to support their role.

1. All CHWs will be oriented and trained on Parts I and II of the Core Training Curriculum by the program coordinator.
2. The program coordinator will provide all CHWs with opportunities for ongoing training/in-service education as appropriate.
3. All new program coordinators and CHWs will successfully complete Part III of the Core Training offered by a DOH selected vendor.
4. The program coordinator will attend annual Supervisory Training and obtain ongoing education on appropriate topics.



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail.ofa@ocgov.net

December 24, 2012

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

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

FN 20 13-105
Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

Date 3-7-13

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 University at Albany Foundation, for your review and approval.

This agreement is for the provision of Technical and Quality Assurance Assistance. This agreement will provide the development of an online infrastructure to support project work groups. The total of this agreement is \$232,500.00, with 100% Federal (\$232,500.00) with no increase in County dollars.

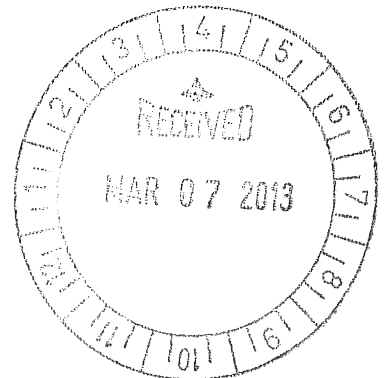
This contract will commence April 1, 2012 and terminate September 30, 2015.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/gb
Enc.



ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE
CONTRACT SUMMARY

Name of Proposing Organization: University at Albany Foundation
Type of Activity or Service: AOA Systems Integration Project Part A
Proposed Dates of Operation: April 1, 2012 – September 30, 2015

Summary Statements:

1. Narrative Description of Proposed Services

- To establish a Quality and technical Assistance Center (QTAC).
- To develop an online infrastructure to support project work groups.
- To provide technical support to systems Integration grant partners.

2. Program/ Service Objectives and Outcomes

- To establish Quality and Quality Improvement mechanisms.
- To perform project evaluations and submit regular reports.
- To create sustainable infrastructure for evidence based health programs.

Total Funding Requested: \$232,500.00

Oneida County Department Funding Recommendations: \$232,500.00

Proposed Funding Source (Federal/State/County): \$232,500.00 – Account # A6772.495150
Federal: 100% (\$232,500.00) State: \$0.00 County: \$0.00

Cost per Client Served: N/A – Research training, and policy development

Past Performance Data: Oneida County OFA/OCC has worked with SUNY Albany on several National Demonstration Projects since 2005.

Oneida County Department Staff comments: The projects Oneida County OFA/OCC has worked on with SUNY Albany have included the Alzheimer's Coordinated Care, and Community Living Program. SUNY Albany is established as a technical support center by the Administration on Aging/ACL to provide training and guidance on Aging, Long Term Care, and Public Health Programs.

AGREEMENT

MADE by and between **The University at Albany Foundation**, a non-profit corporation existing under the laws of New York, with its principal offices located at 1400 Washington Avenue, Albany, NY 12222 hereinafter referred to as the **CONTRACTOR**, and Oneida County, by and through its Department Office for the Aging/Continuing Care, with its offices located at 120 Airline Street, Suite 201, Oriskany, NY, 13424, hereinafter referred to as **COUNTY**.

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** 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 **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** 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 Administration on Aging, hereinafter referred to as "Project Sponsor," has awarded a grant to New York State Office for the Aging (NYSOFA) to conduct a project entitled The Systems Integration Project, and

WHEREAS, the aforesaid grant provides that NYSOFA shall subgrant to Oneida County Office for the Aging/Continuing Care to implement the AOA Systems Integration Project and Quality and Technical Center, 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:

SCOPE OF SERVICES

The CONTRACTOR will establish the Quality and Technical Assistance Center (QTAC) for the grant, which will provide an on-line infrastructure to support regular communication among all project partners; and Webinar capacity to support information dissemination and technical assistance; and a training and a learning community to support the activities of workgroups and facilitate access to systems integration materials. The CONTRACTOR will provide support in the following domains: Training through the development of a learning community for delivery of CDSMP-related programs; Technical assistance on evidence-based programming; establishing a protocol for quality assurance/quality improvement activities; Evaluation, including the collection of outcomes data; and completion of project reports.

A. Planning

The CONTRACTOR will participate in grant-related planning with NYSOFA, ACL, and participating stakeholders; Review, comment, and assist with preparation of all planning-related documents and the SI Implementation Plan to be submitted to ACL; Prepare and submit to Hub and NYSOFA a summary of Tiers of Evidence-Based Health Promotion and Disease Prevention Models of Care for use in project implementation; Develop and provide CDSMP materials for review by Alzheimer's Chapters for determination of scope of participation; QTAC is established with capacity for all components of three-year initiative.

B. Technical Assistance

The CONTRACTOR will develop strategies and a work plan to be submitted by the CEACW co-directors on an annual basis for each year of the SI initiative; Ensure that a structure is in place to support participating AAAs/NY Connects with operations-related technical support and meet locally based implementation issues; Provide quarterly updates are provided to the Hub and SI Core Team.

C. Training

The CONTRACTOR will track and coordinate needs and activities (e.g., prepare a quarterly report of training needs of AAAs/NY Connects/AA Chapters). Monitor/ensure training needs of AAAs are met. Quarterly updates are provided to the SI Core Team; Develop and provide web-based training on CDSMP/CDSME and other evidence based programs to all participating AAAs, NY Connects, and Alzheimer's Chapters, and track completion of any required participation.

The CONTRACTOR will develop and provide web-based training on all components of business planning processes to all participating AAAs and NY Connects; Complete re-trainings of CDSMP Master Trainers (MTs) and leaders; Offer cross-trainings in DSMP, PSMP, and Tomando (i.e., Spanish language versions) to participating AAAs, NY Connects, and AA Chapters and track completion of any required participation; Establish web portal for registration and data collection; Provide quarterly updates to the Hub and SI Core Team.

D. Quality Assurance/Quality Improvement

The CONTRACTOR will implement a system-wide quality assurance/quality improvement mechanisms for the core components of the SI initiative as required that build on successful efforts in CDSMP, CLP, and POMP; Develop options for obtaining QA/QI information from sources in addition to NY Connects and AAAs. Write-up of information needed.

E. Evaluation

The CONTRACTOR will conduct evaluations according to protocols that are established through the Systems Integration Project. The CONTRACTOR will prepare and submit evaluation reports to the COUNTY and NYSOFA in a timely manner as required by SI initiative deliverable dates; Document process and progress to be used in advancing key components in other regions of the state.

F. Sustainable infrastructure for evidence based programs

The CONTRACTOR will establish MOUs with CDSME delivery partners; Establish self-management alliances

G. Inventory

- Standard framework to conduct inventory in all participating AAAs/NY Connects is in place.
- Technical assistance is provided to support AAAs/NY Connects as they conduct their inventory and implement next steps from findings.
- Technical assistance is provided to support AAAs/NY Connects with incorporating findings from inventory in NY Connects Resource Directory.

Report of findings from the inventory, including gaps in access to core components for all participating AAAs/NY Connects.

H. Document Activities

Submit monthly reports of activities and needed data to the COUNTY and submit information for reporting to federal partners as required.

I. Training plan

The CONTRACTOR will submit a training plan to the COUNTY as outlined in Attachment A.

J. In addition to the specific services required hereunder, the CONTRACTOR agrees that it will at all times during the performance of this agreement maintain close liaison with COUNTY's project director to ensure a well-integrated project effort and to achieve the performance goals.

1. KEY PERSONNEL

CONTRACTOR's project director is Philip McCallion, PhD.

2. TERM

This agreement shall be effective upon execution and shall continue through December 31, 2015 unless terminated sooner or extended as hereinafter provided. Costs may be incurred from October 1, 2012.

3. COMPENSATION AND MAXIMUM COST

a. In consideration of the CONTRACTOR's satisfactory performance under this agreement, the COUNTY shall pay the CONTRACTOR for allowable costs incurred in accordance

with the terms of this agreement, up to TWO HUNDRED THIRTY-TWO THOUSAND, FIVE HUNDRED (\$232,500.00) DOLLARS.

- b. Reimbursement shall be made by the COUNTY to the CONTRACTOR upon submission of itemized invoices to the address indicated in paragraph 5a. Invoices will include a Monthly Account Expenditure Report of expenses. All payments shall be subject to correction and adjustment upon periodic and/or final audit or by reason of any disallowance by Project Sponsor.
- c. It is expressly understood and agreed that the aggregate of all allowable costs under this agreement shall in no event exceed the maximum cost indicated in paragraph 4a, except upon formal modification of this agreement as proved hereinbelow.
- d. The CONTRACTOR shall maintain appropriate and complete accounts, records, documents, and other evidence showing and supporting all costs incurred under this agreement. The CONTRACTOR will insure that appropriate internal controls are in place and properly functioning for the accounts, records and other evidence showing and supporting all costs incurred under this agreement. All accounts and records relating to this agreement shall be subject to inspection by the COUNTY or its duly authorized representative(s). All accounts and records shall be preserved by the CONTRACTOR for a period of six (6) years after final settlement of the agreement. At any time, the COUNTY may have invoices and statements of costs audited by the COUNTY, Project Sponsor, NYSOFA, or other parties authorized to audit the COUNTY activities and any payment may be reduced for overpayments or increased for underpayments based on such audit. The system of accounts employed by the CONTRACTOR shall be in accordance with the accounting principles required under the COUNTY's agreement with Oneida County Department for the Aging.

4. **PAYMENT**

- a. The CONTRACTOR will submit to the COUNTY, invoices in accordance with the payment schedule in section 4.a. supported by a statement of costs incurred by the CONTRACTOR in the performance of this agreement and claimed to constitute allowable costs. Invoices must be sent to:

Oneida County OFA/OCC
120 Airline Street, Suite 201
Oriskany, New York 13424
Attn: Susan Perritano, Fiscal Supervisor

- b. The CONTRACTOR must attest to the following certification on each invoice signed by the CONTRACTOR's authorized representative: "I certify that this invoice is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that reimbursement is requested only for expenditures on items approved by the terms and conditions of the agreement with the COUNTY.
- c. Promptly after receipt of each invoice, the COUNTY shall, subject to the provisions hereof, make payment thereon as approved by the COUNTY. Payment shall be tentative and subject to subsequent audit and assessment to ensure the provisions of the agreement are met.
- d. On receipt and approval of the invoice designated by the CONTRACTOR as the "completion invoice" and upon compliance by the CONTRACTOR with all the provisions of this agreement, the COUNTY shall promptly pay to the CONTRACTOR any balance of allowable cost. The COUNTY reserves the right to withhold up to 10% of the final payment pending receipt of required deliverables. The completion invoice shall be submitted by the CONTRACTOR promptly following completion of the work under this agreement but in no event later than sixty (60) days from the date of such completion.
- e. The CONTRACTOR agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the CONTRACTOR or any assignee under this agreement shall be paid or, where appropriate, credited by the CONTRACTOR to the COUNTY to the extent that they are properly allocable to costs for which the CONTRACTOR has been reimbursed by the COUNTY under this agreement.

5. **TERMINATION**

Either the COUNTY or the CONTRACTOR may terminate this agreement with or without cause at any time by giving thirty (30) days written notice when it is determined that termination is in the party's best interest. In the case of termination by the COUNTY, the

CONTRACTOR shall, upon receipt of notice of termination from the COUNTY, refrain from incurring any further costs under this agreement and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Termination shall, however, not affect any commitments of the CONTRACTOR, which, in the judgment of the COUNTY, have properly become legally binding prior to the effective date of termination and could not reasonably have been rescinded by the CONTRACTOR. Any prepaid but unearned funds shall be returned to the COUNTY.

It is understood and agreed, however, in the event that the COUNTY has evidence that the CONTRACTOR is in default upon any of its obligations hereunder, the COUNTY shall be entitled to either suspend this agreement until an acceptable remedy is established or to terminate this agreement. Such termination shall be effective immediately upon receipt of official written notification from the COUNTY. The COUNTY shall also be entitled to pursue any rights or remedies that the COUNTY may have against the CONTRACTOR by reason of such default, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages may be determined.

6. **MODIFICATIONS**

This agreement may be changed, amended, modified, or extended only by a writing duly executed by the respective parties hereto.

7. **COMPLIANCE WITH LAWS AND REGULATIONS: GENERAL OBLIGATIONS**

In the performance of the work authorized pursuant to this agreement, the CONTRACTOR agrees to comply with all applicable laws and regulations.

8. **COMPLIANCE WITH LAWS AND REGULATIONS: NON-DISCRIMINATION, EQUAL OPPORTUNITY, AND AFFIRMATIVE ACTION OBLIGATIONS**

- a. This agreement is subject to the requirements of Executive Order 11246 and 11375 and the rules and regulations of the Secretary of Labor (41 CFR Chapter 60) in promoting equal employment opportunities.

- b. The CONTRACTOR hereby certifies that it does not, and will not, maintain any facilities it provides to its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained; and it will obtain a similar certification, prior to award of any nonexempt subgrant approved hereunder.
- c. During the performance of this agreement, the CONTRACTOR agrees to comply with all applicable provisions of Section 503, Title V of the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as the same may be from time to time amended, together with all applicable regulations thereunder.
- d. During the performance of this agreement, the CONTRACTOR agrees to comply with all applicable provisions of Sections 503 and 504 of the Rehabilitation Act of 1973 (Public Law 93-516), as the same may be from time to time amended, together with all applicable regulations thereunder.
- e. The CONTRACTOR further agrees that to the extent the same may be accomplished consistent with the efficient performance of this agreement, the CONTRACTOR shall make a good faith effort to award any approved subgrants under this agreement to "labor surplus area concerns," "small business concerns," and "minority business enterprises," as such terms are defined under applicable federal laws rules and regulations; and such effort by the CONTRACTOR may be a condition of the COUNTY's approval of any such subgrant.

9. **INSURANCE**

The CONTRACTOR, at no additional cost to the COUNTY, shall maintain or cause to be maintained throughout the term of this agreement, insurance of the types and in the amounts specified in this section. All such insurance shall be evidenced by Certificates of Insurance if requested by the COUNTY.

- a. Workers compensation insurance for all employees of the CONTRACTOR engaged in performing this agreement, as required by applicable laws.
- b. Disability insurance in accordance with the provisions of applicable law.
- c. Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the CONTRACTOR while engaged in performing this agreement.
- d. Commercial General Liability insurance for bodily injury, sickness, or disease, including death, property damage liability, and personal injury liability with limits as follows: In addition, the CONTRACTOR and its network of providers shall obtain and maintain comprehensive general and professional liability insurance satisfactory to the County with **a minimum** of \$1,000,000 per occurrence coverage. The County of Oneida must be named as an "**Additionally Insured**" as part of the CONTRACTOR'S and its network of providers insurance policy. Proof of same must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Consultant must provide the County will proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement:

Each occurrence - \$1,000,000
 Personal and Advertising Injury - \$1,000,000
 General Aggregate - \$2,000,000

- e. If this agreement is a contract where an auto will be required to complete the Scope of work, Automobile Liability insurance covering any auto with a combined single limit of liability of \$1,000,000.
- f. If this agreement includes provision of medical care, Professional Liability insurance with limits of Liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.

The insurance outlined in items d, e, and f shall:

- 1. Be endorsed to cover Sponsor and the COUNTY as insureds, as their respective interests may appear;

or other proprietary rights of others and that it will hold harmless the COUNTY from any costs, expenses and damages resulting from any breach of this warranty. The terms of this provision shall survive the termination of this Agreement.

14. **USE OF NAME**

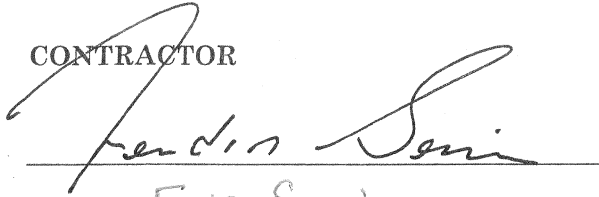
The CONTRACTOR and the COUNTY agree not to use each other's names, or the names of any staff members or employees thereof, in advertising, sales promotion work, or in any other form of publicity except with the written permission of, and to the extent approved by the party whose name is to be used.

15. **ORDER OF PRECEDENCE**

In the event of any inconsistency between clauses 1-17 of this agreement and the attached Exhibit, the inconsistency should be resolved by giving precedence to clauses 1-17.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Farzin Sarai
Executive Director

11-27-12
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING



Michael J. Romano, Director

12/18/12
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- a. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in

4. **Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at

least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

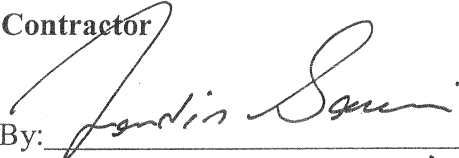
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____

Oneida County Executive

Contractor

By:  _____

Name: Ferdin Senai

Approved as to Form only

Oneida County Attorney

ACORD™

Client#: 19172 RESEAF0U
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2012

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.

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.

PRODUCER: Amsure - A Division of ATCFSI, 12 Computer Drive West, PO Box 15044, Albany, NY 12212-5044. CONTACT NAME, PHONE (A/C, No, Ext): 518 458-1800, FAX (A/C, No): 518 458-8390. INSURER(S) AFFORDING COVERAGE: INSURER A: Federal Insurance Company (NAIC # 20281), INSURER B: Chubb Indemnity Ins. Co. (NAIC # 12777).

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.

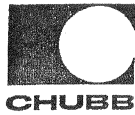
Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella/Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COI #1529 (12/13) RF #010-1106646-1-62884 AOA System Integration - Part B The County of Oneida and Administration on Aging are named as additional insured with regard to general liability - as required by written contract
PI: Dr. Phillip McCallion

CERTIFICATE HOLDER CANCELLATION

Oneida County Office for the Aging - Continuing Care
Att: Michael J. Romano, Director
120 Airline St., Ste 201
Oriskany, NY 13424
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

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Liability Insurance

Endorsement

Policy Period JULY 1, 2012 TO JULY 1, 2013
Effective Date JULY 1, 2012
Policy Number 3502-17-37 WBO
Insured THE RESEARCH FOUNDATION OF STATE
UNIVERSITY OF NEW YORK
Name of Company FEDERAL INSURANCE COMPANY
Date Issued SEPTEMBER 7, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY - CLAIMS MADE

WHO IS AN INSURED -

*Designated
Person or
Organization*

Under Who Is An Insured, the following provision is added:

Any person or organization designated below is an insured; but they are insureds only with respect to liability arising out of your operations or premises owned by or rented to you.

Designated Person or Organization

Persons or organization that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with such insurance as is afforded by this policy; but they are insureds only if and to the minimum extent that such contract or agreement requires the person or organization to be afforded status as an insured.

However, no person or organization is an insured under this provision:

* who is more specifically described under any other provision of the Who Is An Insured section of this policy (regardless of any limitation applicable thereto).

* with respect to assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance

applies, that the person or organization would have in the absence of such contract or agreement.

* with respect to damages arising out of any negligence of the person or organization shown in the schedule.

* with respect to any representation or warranty unauthorized by you.

* with respect to any chemical or physical change in your product made intentionally by the person or organization.

* with respect to any reckless or willful violation of any law or regulation.

* with respect of your product which, any distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other substance or thing by the person or organization.

This limitation does not apply to such relabeling of our product in the regular course of dispensing or furnishing the required amount or dosage of such product. Further, no person or organization from whom you have acquired your product, or any container, ingredient or part entering into, accompanying or containing your product, is an insured under the provision.

All other terms and conditions remain unchanged.

Authorized Representative





Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

December 24, 2012

FN 20 13-106

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

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

Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

Date 3-7-13

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 Research Foundation for SUNY Albany School of Social Welfare, for your review and approval.

This agreement is for the provision of Technical and Quality Assurance Assistance. This agreement will provide the development of an online infrastructure to support project work groups. The total of this agreement is \$82,500.00, with 100% Federal (\$82,500.00) with no increase in County dollars.

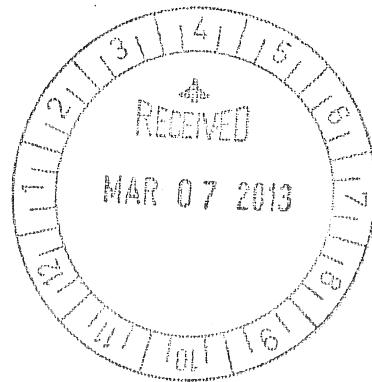
This contract will commence April 1, 2012 and terminate September 30, 2015.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/gb
Enc.



ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE
CONTRACT SUMMARY

Name of Proposing Organization: The University at Albany Foundation
Type of Activity or Service: AOA Systems Integration Project Part B
Proposed Dates of Operation: April 1, 2012 – September 30, 2015

Summary Statements:

1. Narrative Description of Proposed Services

- Training through the development of an online learning community.

2. Program/ Service Objectives and Outcomes

- Perform technical assistance on evidenced based health promotion.
- Establish protocol for quality assurance activities.
- Perform grant and project evaluation activities.
- Gather and report outcome measurement data.

Total Funding Requested: \$82,500.00

Oneida County Department Funding Recommendations: \$82,500.00

Proposed Funding Source (Federal/State/County): \$82,500.00 – Account # A6772.495135
Federal: 100% (\$82,500.00) State: \$0.00 County: \$0.00

Cost per Client Served: N/A – Research training, and policy development

Past Performance Data: Oneida County OFA/OCC has worked with SUNY Albany on several National Demonstration Projects since 2005.

Oneida County Department Staff comments: The projects Oneida County OFA/OCC has worked on with SUNY Albany have included the Alzheimer's Coordinated Care, and Community Living Program. SUNY Albany is established as a technical support center by the Administration on Aging/ACL to provide training and guidance on Aging, Long Term Care, and Public Health Programs.

AGREEMENT

MADE by and between **The University at Albany Foundation**, a non-profit corporation existing under the laws of New York, with its principal offices located at 1400 Washington Avenue, Albany, NY 12222 hereinafter referred to as the **CONTRACTOR**, and Oneida County, by and through its Department Office for the Aging/Continuing Care, with its offices located at 120 Airline Street, Suite 201, Oriskany, NY, 13424, hereinafter referred to as **COUNTY**.

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** 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 **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** 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 Administration on Aging, hereinafter referred to as "Project Sponsor," has awarded a grant to New York State Office for the Aging (NYSOFA) to conduct a project entitled The Systems Integration Project, and

WHEREAS, the aforesaid grant provides that NYSOFA shall subgrant to Oneida County Office for the Aging/Continuing Care to implement the AOA Systems Integration Project and Quality and Technical Center, 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:

SCOPE OF SERVICES

The CONTRACTOR will establish the Quality and Technical Assistance Center (QTAC) for the grant, which will provide an on-line infrastructure to support regular communication among all project partners; and Webinar capacity to support information dissemination and technical assistance; and a training and a learning community to support the activities of workgroups and facilitate access to systems integration materials. The CONTRACTOR will provide support in the following domains: Training through the development of a learning community for delivery of CDSMP-related programs; Technical assistance on evidence-based programming; establishing a protocol for quality assurance/quality improvement activities; Evaluation, including the collection of outcomes data; and completion of project reports.

A. On-line infrastructure

The CONTRACTOR will create a functional on-line learning community, including telephonic and web-based interface to facilitate training and technical assistance webinars and meetings; establish effective mechanisms are established to share and promote peer learning among all local partners.

1. **KEY PERSONNEL**

CONTRACTOR's project director is Philip McCallion, PhD.

2. **TERM**

This agreement shall be effective upon execution and shall continue through December 31, 2015 unless terminated sooner or extended as hereinafter provided. Costs may be incurred from October 1, 2012.

3. **COMPENSATION AND MAXIMUM COST**

- a. In consideration of the CONTRACTOR's satisfactory performance under this agreement, the COUNTY shall pay the CONTRACTOR for allowable costs incurred in accordance with the terms of this agreement, up to EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500.00).

- b. Reimbursement shall be made by the COUNTY to the CONTRACTOR upon submission of itemized invoices to the address indicated in paragraph 5a. Invoices will include a Monthly Account Expenditure Report of expenses. All payments shall be subject to correction and adjustment upon periodic and/or final audit or by reason of any disallowance by Project Sponsor.
- c. It is expressly understood and agreed that the aggregate of all allowable costs under this agreement shall in no event exceed the maximum cost indicated in paragraph 4a, except upon formal modification of this agreement as proved hereinbelow.
- d. The CONTRACTOR shall maintain appropriate and complete accounts, records, documents, and other evidence showing and supporting all costs incurred under this agreement. The CONTRACTOR will insure that appropriate internal controls are in place and properly functioning for the accounts, records and other evidence showing and supporting all costs incurred under this agreement. All accounts and records relating to this agreement shall be subject to inspection by the COUNTY or its duly authorized representative(s). All accounts and records shall be preserved by the CONTRACTOR for a period of six (6) years after final settlement of the agreement. At any time, the COUNTY may have invoices and statements of costs audited by the COUNTY, Project Sponsor, NYSOFA, or other parties authorized to audit the COUNTY activities and any payment may be reduced for overpayments or increased for underpayments based on such audit. The system of accounts employed by the CONTRACTOR shall be in accordance with the accounting principles required under the COUNTY's agreement with Oneida County Department for the Aging.

4. **PAYMENT**

- a. The CONTRACTOR will submit to the COUNTY, invoices in accordance with the payment schedule in section 4.a. supported by a statement of costs incurred by the CONTRACTOR in the performance of this agreement and claimed to constitute allowable costs. Invoices must be sent to:

Oneida County OFA/OCC
120 Airline Street, Suite 201

Oriskany, New York 13424
Attn: Susan Perritano, Fiscal Supervisor

- b. The CONTRACTOR must attest to the following certification on each invoice signed by the CONTRACTOR's authorized representative: "I certify that this invoice is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that reimbursement is requested only for expenditures on items approved by the terms and conditions of the agreement with the COUNTY.
- c. Promptly after receipt of each invoice, the COUNTY shall, subject to the provisions hereof, make payment thereon as approved by the COUNTY. Payment shall be tentative and subject to subsequent audit and assessment to ensure the provisions of the agreement are met.
- d. On receipt and approval of the invoice designated by the CONTRACTOR as the "completion invoice" and upon compliance by the CONTRACTOR with all the provisions of this agreement, the COUNTY shall promptly pay to the CONTRACTOR any balance of allowable cost. The COUNTY reserves the right to withhold up to 10% of the final payment pending receipt of required deliverables. The completion invoice shall be submitted by the CONTRACTOR promptly following completion of the work under this agreement but in no event later than sixty (60) days from the date of such completion.
- e. The CONTRACTOR agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the CONTRACTOR or any assignee under this agreement shall be paid or, where appropriate, credited by the CONTRACTOR to the COUNTY to the extent that they are properly allocable to costs for which the CONTRACTOR has been reimbursed by the COUNTY under this agreement.

5. **TERMINATION**

Either the COUNTY or the CONTRACTOR may terminate this agreement with or without cause at any time by giving thirty (30) days written notice when it is determined that termination is in the party's best interest. In the case of termination by the COUNTY, the

CONTRACTOR shall, upon receipt of notice of termination from the COUNTY, refrain from incurring any further costs under this agreement and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Termination shall, however, not affect any commitments of the CONTRACTOR, which, in the judgment of the COUNTY, have properly become legally binding prior to the effective date of termination and could not reasonably have been rescinded by the CONTRACTOR. Any prepaid but unearned funds shall be returned to the COUNTY.

It is understood and agreed, however, in the event that the COUNTY has evidence that the CONTRACTOR is in default upon any of its obligations hereunder, the COUNTY shall be entitled to either suspend this agreement until an acceptable remedy is established or to terminate this agreement. Such termination shall be effective immediately upon receipt of official written notification from the COUNTY. The COUNTY shall also be entitled to pursue any rights or remedies that the COUNTY may have against the CONTRACTOR by reason of such default, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages may be determined.

6. **MODIFICATIONS**

This agreement may be changed, amended, modified, or extended only by a writing duly executed by the respective parties hereto.

7. **COMPLIANCE WITH LAWS AND REGULATIONS: GENERAL OBLIGATIONS**

In the performance of the work authorized pursuant to this agreement, the CONTRACTOR agrees to comply with all applicable laws and regulations.

8. **COMPLIANCE WITH LAWS AND REGULATIONS: NON-DISCRIMINATION, EQUAL OPPORTUNITY, AND AFFIRMATIVE ACTION OBLIGATIONS**

- a. This agreement is subject to the requirements of Executive Order 11246 and 11375 and the rules and regulations of the Secretary of Labor (41 CFR Chapter 60) in promoting equal employment opportunities.

- b. The CONTRACTOR hereby certifies that it does not, and will not, maintain any facilities it provides to its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained; and it will obtain a similar certification, prior to award of any nonexempt subgrant approved hereunder.

- c. During the performance of this agreement, the CONTRACTOR agrees to comply with all applicable provisions of Section 503, Title V of the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as the same may be from time to time amended, together with all applicable regulations thereunder.

- d. During the performance of this agreement, the CONTRACTOR agrees to comply with all applicable provisions of Sections 503 and 504 of the Rehabilitation Act of 1973 (Public Law 93-516), as the same may be from time to time amended, together with all applicable regulations thereunder.

- e. The CONTRACTOR further agrees that to the extent the same may be accomplished consistent with the efficient performance of this agreement, the CONTRACTOR shall make a good faith effort to award any approved subgrants under this agreement to "labor surplus area concerns," "small business concerns," and "minority business enterprises," as such terms are defined under applicable federal laws rules and regulations; and such effort by the CONTRACTOR may be a condition of the COUNTY's approval of any such subgrant.

9. **INSURANCE**

The CONTRACTOR, at no additional cost to the COUNTY, shall maintain or cause to be maintained throughout the term of this agreement, insurance of the types and in the amounts

specified in this section. All such insurance shall be evidenced by Certificates of Insurance if requested by the COUNTY.

- a. Workers compensation insurance for all employees of the CONTRACTOR engaged in performing this agreement, as required by applicable laws.
- b. Disability insurance in accordance with the provisions of applicable law.
- c. Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the CONTRACTOR while engaged in performing this agreement.
- d. Commercial General Liability insurance for bodily injury, sickness, or disease, including death, property damage liability, and personal injury liability with limits as follows: In addition, the CONTRACTOR and its network of providers shall obtain and maintain comprehensive general and professional liability insurance satisfactory to the County with **a minimum** of \$1,000,000 per occurrence coverage. The County of Oneida must be named as an **"Additionally Insured"** as part of the CONTRACTOR'S and its network of providers insurance policy. Proof of same must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Consultant must provide the County will proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

Each occurrence - \$1,000,000
Personal and Advertising Injury - \$1,000,000
General Aggregate - \$2,000,000

- e. If this agreement is a contract where an auto will be required to complete the Scope of work, Automobile Liability insurance covering any auto with a combined single limit of liability of \$1,000,000.
- f. If this agreement includes provision of medical care, Professional Liability insurance with limits of Liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.

The insurance outlined in items d, e, and f shall:

with permission of copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the COUNTY from any costs, expenses and damages resulting from any breach of this warranty. The terms of this provision shall survive the termination of this Agreement.

14. **USE OF NAME**

The CONTRACTOR and the COUNTY agree not to use each other's names, or the names of any staff members or employees thereof, in advertising, sales promotion work, or in any other form of publicity except with the written permission of, and to the extent approved by the party whose name is to be used.

15. **ORDER OF PRECEDENCE**

In the event of any inconsistency between clauses 1-15 of this agreement and the attached Exhibit, the inconsistency should be resolved by giving precedence to clauses 1-15.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

Margaret E. O'Brien
Margaret E. O'Brien
Associate Director, Office for Sponsored Programs

11/28/12
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING

Michael J. Romano
Michael J. Romano, Director

12/18/12
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- a.. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).
-
-

- a.. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would

violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other

contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

Oneida County Executive

By: Margaret E. O'Brien 11/28/12

Name: Margaret E. O'Brien
Associate Director,
Office for Sponsored Programs

Approved as to Form only

Oneida County Attorney

ACORD™

Client#: 19172

RESEAF0U

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2012

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: Amsure - A Division of ATCFSI, 12 Computer Drive West, PO Box 15044, Albany, NY 12212-5044. CONTACT NAME: dsharp@amsure.net, PHONE: 518 458-1800, FAX: 518 458-8390. INSURER(S) AFFORDING COVERAGE: INSURER A: Federal Insurance Company, NAIC #: 20281.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Miscellaneous Professional.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) COI #1529 (12/13) RF #010-1106646-1-62884 AOA System Integratin - Part B PI: Dr. Phillip McCallion

CERTIFICATE HOLDER CANCELLATION

Oneida County Office for the Aging - Continuing Care, Att: Michael J. Romano, Director, 120 Airline St., Ste 201, Oriskany, NY 13424. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Gary Alorze

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2012

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PRODUCER Amsure - A Division of ATCFSI 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390	
	E-MAIL ADDRESS:	
INSURED The Research Foundation for The State University of New York PO Box 9, RF Insurance Albany, NY 12201	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Chubb Indemnity Ins. Co.	12777
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35021737 93639165 74993048	07/01/2012	07/01/2013	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			73507405	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71644923	07/01/2012	07/01/2013	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COI #1529 (12/13) RF #010-1106646-1-62884 AOA System Integration - Part B The County of Oneida is named as additional insured with regard to general liability - as required by written contract
PI: Dr. Phillip McCallion

CERTIFICATE HOLDER Oneida County Office for the Aging - Continuing Care Att: Michael J. Romano, Director 120 Airline St., Ste 201 Oriskany, NY 13424	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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 Amsure - A Division of ATCFSI 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: PHONE (A/C, No, Ext): 518 458-1800	FAX (A/C, No): 518 458-8390	
	E-MAIL ADDRESS: dsharpe@amsure.net		
INSURED The Research Foundation for The State University of New York PO Box 9, RF Insurance Albany, NY 12201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Miscellaneous Professional			82220474 \$10,000retention	07/01/2012	07/01/2013	\$2,000,000 each claim \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 COI #1529 (12/13) RF #010-1106646-1-62884 AOA System Integratin - Part B
 PI: Dr. Phillip McCallion

CERTIFICATE HOLDER Oneida County Office for the Aging - Continuing Care Att: Michael J. Romano, Director 120 Airline St., Ste 201 Oriskany, NY 13424	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Client#: 19172

RESEAF0U

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/06/2012

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: Amsure - A Division of ATCFSI, 12 Computer Drive West, PO Box 15044, Albany, NY 12212-5044. CONTACT NAME, PHONE (A/C, No, Ext): 518 458-1800, FAX (A/C, No): 518 458-8390. INSURER(S) AFFORDING COVERAGE: INSURER A: Federal Insurance Company, INSURER B: Chubb Indemnity Ins. Co., INSURER C, D, E, F.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (35021737, 93639165, 74993048), A AUTOMOBILE LIABILITY (73507405), UMBRELLA LIAB, EXCESS LIAB, B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (71644923).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) COI #1529 (12/13) RF #010-1106646-1-62884 AOA System Integration - Part B The County of Oneida and Administration on Aging are named as additional insured with regard to general liability - as required by written contract PI: Dr. Phillip McCallion

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Oneida County Office for the Aging - Continuing Care, At: Michael J. Romano, Director, 120 Airline St., Ste 201, Oriskany, NY 13424. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

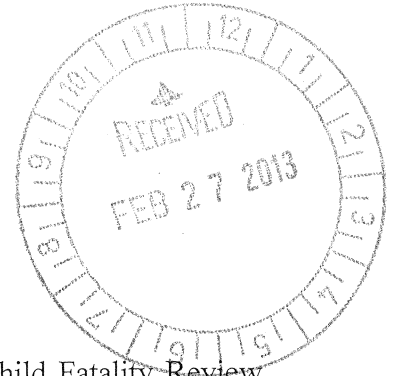
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

February 12, 2013

FN 20 13-107

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

HEALTH & HUMAN SERVICES



Dear Mr. Picente:

WAYS & MEANS

Office of Children and Family Services is amending our current grant for Child Fatality Review Team (CFRT) which will extend the current grant for and additional six months, February 1, 2013 through July 31, 2013, providing additional funds in the amount of \$ 25,297. The original Grant for the time period February 1, 2012 through January 31, 2013 amount was \$ 50,594.00 with the amendment the total Grant amount is \$ 75,891.00 for the time period of February 1, 2012 through July 31, 2013. These funds are only approved to be used for the Child Fatality Review Team (CFRT).

The purpose of the Child Fatality Review Team is to investigate the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive service case and in the case of a report made to the central registry involving the death of a child; A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date: 2/27/13

LAS/tms
attachment

Anthony J. Picente Jr.
County Executive



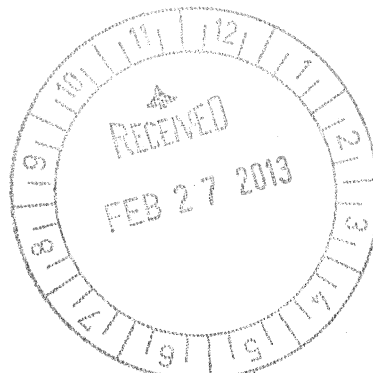
Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

February 12, 2013

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



Dear Mr. Picente:

Office of Children and Family Services is amending our current grant for Child Fatality Review Team (CFRT) which will extend the current grant for and additional six months, February 1, 2013 through July 31, 2013, providing additional funds in the amount of \$ 25,297. The original Grant for the time period February 1, 2012 through January 31, 2013 amount was \$ 50,594.00 with the amendment the total Grant amount is \$ 75,891.00 for the time period of February 1, 2012 through July 31, 2013. These funds are only approved to be used for the Child Fatality Review Team (CFRT).

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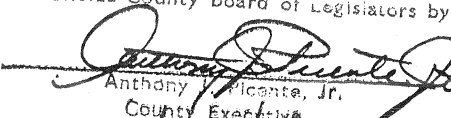
There will be no county funds utilized to support this effort. I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,


Lucille A. Soldato
Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 2/27/13

LAS/tms
attachment

#35401

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Title of Activity or Services: Child Fatality Review Team **Grant Amendment**

Proposed Dates of Operations: February 1, 2012 through July 31, 2013

- **Original grant dates February 1, 2012 through January 31, 2013 this amendment extends grant and provides additional funding through July 31, 2013.**

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The purpose of the Child Fatality Review Team is to investigate the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive service case and in the case of a report made to the New York State Central Register involving the death of a child; A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

2). Program/Service Objectives and Outcomes

- Increase the percentage of reported childhood deaths.
- Maintain accurate records of reports, arrests, prosecutions, and convictions, coordinate quarterly meeting in both Oneida and Madison County, facilitate trainings, collect data, and provide community outreach based on needs assessment.
- Provide a review process for investigations and fatality to ensure coordinated investigations, prevent future child deaths and promote child safety.

3). Program Design and Staffing Level -

Total Grant Amount: Original	\$ 50,594
Amendment	<u>\$ 25,297</u>
Total	\$ 75,891

Mandated or Non-Mandated – Non-Mandated the local district may establish a Child Fatality Review Team with the approval of New York State Office of Children and Family Services. Oneida County has been approved to be the lead agency for the two counties which include Oneida and Madison Counties

Oneida County Dept. Funding Recommendation: A2703 - 100% funds through New York State Office of Children and Family Services

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

Federal	0%
State	100%
County	0%

Cost Per Client Served:

Past performance Served: The Department began the Child Fatality Review Team in August 2007 and receives 100% grant funding from New York State Office of Children and Family Services to support this program.

O.C. Department Staff Comments: Oneida County is the lead agency supporting two counties which include Oneida County and Madison County.

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

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: 25999 Contract No. C026541 Period: 2/1/2012 - 7/31/2013

Funding Amount for Period \$ 75,891.00

This contract is funded with non-Federal funds only

This contract is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information))
 OCFS has determined that the Contractor is NOT a subrecipient
 OCFS has determined that the Contractor is a subrecipient
The Federal Funds for this contract are from Catalogue of Federal Domestic Assistance (CFDA) Number(s):

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and Oneida County

(hereinafter referred to as the CONTRACTOR), for modification of Contract Number C026541 , as amended in attached Appendix(ices)



- Single Year & Simplified Renewals - June 2012
- Appendix A Standard Clauses For NYS Contracts 12-2012
- APPENDIX A-1
- Appendix B
- APPENDIX D APPLICATION COVER PAGE AGREEMENT - OCTOBER 2011
- Appendix HIPPA
- Appendix M/WBE

In addition, the MULTI-YEAR TERM set forth on the cover page of the contract is hereby revoked and a new MULTI-YEAR TERM is added to the contract to read as follows:

FROM: 2/1/2012 TO: 7/31/2013

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

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR	STATE AGENCY Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by: 
	<u>State Agency Certification</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: _____

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE

Approved:
Thomas P. DiNapoli
State Comptroller

Title: _____

Title: _____

Date: _____

Date: _____

**STATE OF NEW YORK
AGREEMENT
(SINGLE YEAR AND SIMPLIFIED RENEWAL CONTRACTS)**

(Revised June 2012)

This **AGREEMENT** is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this **AGREEMENT**;

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

I. Conditions of Agreement

- A. This **AGREEMENT** may consist of successive periods (PERIOD), as specified within the **AGREEMENT** or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this **AGREEMENT**.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This **AGREEMENT** incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this **AGREEMENT**, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this **AGREEMENT** not modified shall remain in effect for each PERIOD of the **AGREEMENT**.

To modify the **AGREEMENT** within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modification shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the **AGREEMENT**; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to the AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Any proposed modification to the AGREEMENT that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such AGREEMENT must be submitted to the Office of the State Comptroller for approval when: **1)** The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts less than five million dollars; **OR, 2)** The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts equal to or greater than five million dollars.
- H. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and

agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- F. The STATE shall only be responsible for payment on claims pursuant to services provided and costs incurred prior to the termination date and pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses incurred after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be property of the STATE except as may otherwise be governed by Federal or State laws, ruled or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

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

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

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

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

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

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

APPENDIX A-1
STANDARD CLAUSES FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES CONTRACTS

(Revised 10-2012)

1. **EXECUTIVE ORDER NUMBER 38**

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with this Executive Order. The Order is printed at the end of this document, and can be found at the following website address:

<https://www.governor.ny.gov/executiveorder/38>

2. **PERSONNEL**

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the APPENDICES. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal and State laws and regulations.
- b. It is the policy of the Office to encourage the employment of qualified applicants for, or recipients of public assistance by both public organizations and private enterprises who are under contractual AGREEMENT to the Office for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Office, to the degree that such change is within the reasonable control of the Contractor.

3. **NOTICES**

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- By certified or registered United States mail, return receipt requested;
- By facsimile transmission;
- By personal delivery;
- By expedited delivery service; or
- By e-mail.

Notices to the Office shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-Mail Address provided to the Contractor during contract development, or to such different Program Manager as the Office may from time-to-time designate.

Notices to the Contractor shall be addressed to the Contractor's designee as shown on the Cover Page in Appendix D, or to such different designee as the Contractor may from time-to-time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

4. **OFFICE SERVICES**

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the APPENDICES.

- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and the Office, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Office. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Office, unless the Office has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Office, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

5. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
 - b.i. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
 - b.ii. The Contractor immediately shall notify in writing the OCFS Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, any subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.
- d. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- e. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- f. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it

has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor

- g. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.
- h. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section 3 m. of this Appendix A-1.
- i. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- j. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- k. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- l. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Office recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible

vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:

- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
- The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
- The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
- The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
- The contractor has engaged in any other actions of a similarly serious nature.

Where the contractor has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the contract that the contractor agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this contract, the contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the contractor will promptly notify OCFS if the contractor engages in any actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor, as described above.

- n. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a.
- o. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.
- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at :
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- r. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial

assistance.

6. REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Office and as necessary to meet State and Federal requirements.

7. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

8. PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Office, which results (1) shall acknowledge the support of the Office and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.
- b. The Office and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Office's right to such license.
- c. All of the license rights so reserved to the Office and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Office at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Office, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

9. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Office. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of

rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

10. TERMINATION

- a. This AGREEMENT may be terminated by the Office upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Office agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require a) the repayment to the Office of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at the Office's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Office terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Office to the Contractor.
- d. Should the Office determine that Federal or State funds are limited or become unavailable for any reason, the Office may reduce the total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Office agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Office shall follow this up immediately with written notice. The Office will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Office. For Legislative and other special purpose grants funded from a State Community Projects Fund (State Finance Law § 99-d) account, the state shall not be liable for payments under this agreement made pursuant to an appropriation to the account if insufficient monies are available for transfer to the account, after any required transfers are made pursuant to State Finance Law § 99-d (3).
- e. The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Office may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the Contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contact. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT,

termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require (a) the repayment to the Office of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b), at the Office's option.

11. CONTRACTOR COMPLIANCE

The Office shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Office in transferring the operation of the contracted services to any other entity selected by the Office in a manner that will enable the Office or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Office from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

The Contractor agrees to cooperate fully with any audit or investigation the Office or any agent of the Office may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the NYS Attorney General, State Comptroller, the Office, and any representatives specifically directed by the State Comptroller or the Office to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Office will return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Office.

12. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

- The contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to OCFS within the established timeframe;
- An OCFS, Office of the State Comptroller, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this or another OCFS agreement;
- The contractor has not provided fiscal or program reports as required under the terms of this or another OCFS agreement;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the contractor;
- The contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS

- guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the contractor and funded under an agreement with OCFS.

Once the contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

13. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

The Office reserves the right to terminate this contract if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the Office, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. Nothing herein shall preclude or otherwise limit the Office's right to terminate this contact as set forth at Paragraph 8 of this Appendix A-1.

14. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the contract whether employed by the contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:
<http://ocfs.state.nyenet/admin/Forms/Contracts/word2000/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Alfred E. Smith Office Building
8th Floor Counsel's Office
Albany, New York 12239

15. IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of Contract.

During the term of the Contract, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OCFS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

16. ADDITIONAL ASSURANCES

- a. The Office and Contractor agree that Contractor is an independent contractor, and not an employee of the Office. The Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the Office) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, The Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.
- b. The Contractor agrees that Modifications and/or Budget Revisions that do not affect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: 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 appropriate amount. 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 appropriate amount.
- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

17. RENEWAL NOTICE TO NOT-FOR-PROFIT CONTRACTORS

With respect to contracts that include a renewal option, if the Office does not provide notice to Contractor of its intent to not renew this contract by the date by which such notice is required by §179-t (1) of the State Finance Law, this contract shall be deemed continued until the date that the Office provides the notice required by §179-t (1), and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

EXECUTIVE ORDER NO: 38
LIMITS ON STATE-FUNDED ADMINISTRATIVE COSTS & EXECUTIVE COMPENSATION

Direct link: <https://www.governor.ny.gov/executiveorder/38>

WHEREAS, State Government in New York directly or indirectly funds, or authorizes reimbursements with other taxpayer dollars to, a large number of tax exempt organizations and for-profit entities that provide critical services to New Yorkers in need; and

WHEREAS, State Government in New York has an ongoing obligation to ensure that taxpayers' dollars are used properly, efficiently and effectively to improve the lives of New Yorkers and our communities; and

WHEREAS, in certain instances providers of services that receive State funds or State-authorized payments have used such funds to pay for excessive administrative costs and outsized compensation for their senior executives, rather than devoting a greater proportion of such funds to providing direct care or services to their clients; and

WHEREAS, such abuses involving public funds harm both the people of New York who are paying for such services, and those persons who must depend upon such services to be available and well-funded; and

WHEREAS, to curb such abuses in executive compensation and administrative costs and ensure that taxpayer dollars are used first and foremost to help New Yorkers in need;

NOW, THEREFORE, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

1. Within ninety days of this Executive Order, the commissioner of each Executive State agency that provides State financial assistance or State-authorized payments to providers of services, including but not limited to the Office for People with Developmental Disabilities, Office of Mental Health, Office of Alcoholism and Substance Abuse Services, Office of Children and Family Services, Office of Temporary and Disability Assistance, Department of Health, Office for the Aging, Division of Criminal Justice Services, and Office of Victim Services shall promulgate regulations, and take any other actions within the agency's authority including amending agreements with such providers to address the extent and nature of a provider's administrative costs and executive compensation that shall be eligible to be reimbursed with State financial assistance or State-authorized payments for operating expenses.
2. Each such agency's regulations shall include but not be limited to requirements that providers of services that receive reimbursements directly or indirectly from such agency must comply with the following restrictions:
 - a. No less than seventy-five percent of the State financial assistance or State-authorized payments to a provider for operating expenses shall be directed to provide direct care or services rather than to support administrative costs, as these terms are defined by the applicable State agency in implementing these requirements. This percentage shall increase by five percent each year until it shall, no later than April 1, 2015, remain at no less than eighty-five percent thereafter.
 - b. To the extent practicable, reimbursement with State financial assistance or State-authorized payments shall not be provided for compensation paid or given to any executive by such provider in an amount greater than \$199,000 per annum, provided, however, that the commissioner of each agency shall have discretion to adjust this figure annually based on appropriate factors and subject to the approval of the Director of the Budget, but in no event shall such figure exceed Level I of the federal government's Rates of Basic Pay for the Executive Schedule promulgated by the United States Office of Personnel Management.
3. A provider's failure to comply with such regulations established by the applicable state agency shall, in the commissioner's sole discretion, form the basis for termination or non-renewal of the agency's contract with or continued support of the provider. Each agency's regulations shall provide that, under appropriate circumstances and upon a showing of good cause, a provider may be granted a waiver from compliance with these or other related requirements in whole or in part subject to the approval of the applicable State agency and the Director of the Budget.
4. The commissioner for each such agency shall regularly obtain the data from providers that is needed to monitor the providers' compliance with these requirements and shall report to the Director of the Budget on an annual basis the impact of these requirements on the use of public funds to support excessive executive compensation and administrative costs among providers.

G I V E N under my hand and the Privy Seal of the
State in the City of Albany this
eighteenth day of January in the year two
thousand twelve.

BY THE GOVERNOR
Secretary to the Governor

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

Program Cost - Oversee and in charge of both Oneida and Madison County CFRT Teams and perform duties along with the Assistant Director of Services as the Oneida County CFRT Coordinator.

2. Title:

Enter Role/Responsibility Below

Program Cost - Perform duties of the Oneida County CFRT Coordinator and maintain data base for both counties.

3. Title:

Enter Role/Responsibility Below

Expended - February 2012- January 2013

4. Title:

Enter Role/Responsibility Below

Expended - February 2012- January 2013

5. Title:

Enter Role/Responsibility Below

Expended - February 2012- January 2013

6. Title:

Enter Role/Responsibility Below

Fringe Benefits for old money expended at a rate of 39.69 %
New Fringe Benefits rate is 48.36%

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
Madison County CFRT Coordinator - 2/1/13 - 7/31/13		\$750	\$750
Old Money - Project Coordinator		\$14,480	\$14,480
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$0	\$15,230	\$15,230

Enter Budget Narrative Below:

Program Costs - Madison County CFRT Coordinator \$ 375.00 per Quarter = \$ 750.00
 * Contractual consultant Agreements will be provided prior to reimbursement.

Old Money for Project Coordinator expended February 1, 2012 through January 31, 2013.

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
Old Money - Training manuals and training materials		\$1,000	\$1,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Supply Costs	\$0	\$1,000	\$1,000

Enter Budget Narrative Below:

Old Money - Training Manuals and training materials expended February 1, 2012 through January 1, 2013.

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Supplies for brochures, poster etc... 2/1/13 - 7/31/13		\$648	\$648
Old Money - Meeting Room Fees		\$800	\$800
Old Money - Telephone and internet access Line		\$1,147	\$1,147
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$0	\$2,595	\$2,595

Enter Budget Narrative Below:

Program Costs - Supplies, Manuals, Brochures, posters printing cost for approximately 820 at \$.515 each brochures, and 150 posters cost approximately \$ 1.50 each for awareness, etc.. to be designed and provide to community on a safe sleep campaign still in design mode.

Old Money - Meeting room fees and Telephone, internet access line expended February 1, 2012 through January 31, 2013.

Contractor Name:	Oneida County Department of Social Services
Period of Budget:	2/1/12 through 7/31/13
Contract Number:	C026541

**APPENDIX B
BUDGET SUMMARY**
(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category 1	Local Share/ Local Match (if applicable) 2	OCFS Funds 3	Total Project Cost 4
A. Personal Services			
1. Project Staff Salaries	\$0	\$38,931	\$38,931
2. Fringe Benefits	\$0	\$16,847	\$16,847
3. Total (Lines 1 + 2)	\$0	\$55,778	\$55,778
B. Non-Personal Services			
4. Contractual/Consultant	\$0	\$15,230	\$15,230
5. Travel/Per Diem	\$0	\$1,288	\$1,288
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$1,000	\$1,000
8. Other Expenses	\$0	\$2,595	\$2,595
9. Total (Total Lines 4 to 8)	\$0	\$20,113	\$20,113
C. Project Total (Lines 3 + 9)	\$0	\$75,891	\$75,891

Local Match (if required) Use *calculation below
--

*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

- Total costs** entered for each budget category above must reflect totals from attached Budget Sections.
- Local Share** refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.
- OCFS Funds** are the funds you are requesting through this application.
- Total Cost** refers to the combined Local Share and Grant Funds for this project.
- Budget Narrative:** Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.
- Note:** All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.
- * Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds	NYSOCFS	\$75,891
Non-OCFS Funds supporting this project		
Total		\$75,891

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Appendix D
Application Cover Page – Agreement

I. Incorporated Agency Name:	Oneida County			
II. Project Title:	Oneida-Madison Counties CFRT Program			
III. New York State Vendor ID:	1000002595			
IV. Amount of OCFS Funds Requested:	\$75,891.00			
V. Proposed Dates of Project:	February 1, 2012 through July 31, 2013			
VI. Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
Oneida County Department of Social Services 800 Park Avenue Utica, New York 13501	✓	✓	✓	✓
VII. Federal Tax Identification Number or Municipality Code:	300100000-000			
VIII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the DUNS Number?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		DUNS Number: 075814186	
IX. Is the Business Entity a: (a) For Profit entity; <u>and</u> (b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes, please specify the type of entity:	<input type="checkbox"/> Minority Owned Business Enterprise (MBE) <input type="checkbox"/> Women Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
X. Is the Business Entity a: (a) Not-For-Profit entity; <u>and</u> (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
XI. Charities Registration Number: (If exempt, enter reason for exemption)	n/a Municipality			
XII. Has the Business Entity filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

XIII. Congressional/Legislative District Information: (If Known)					
Federal Congressional District(s): 24th					
State Assembly District(s): Several					
State Senate District(s): Several					
XIV. County:				Oneida	
XV. Contact Person(s):					
Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board Chairperson	Gerald J. Fiorini	800 Park Avenue Utica, New York 13501	315-798-5900 GFiorini@ocgov.et		
Chief Administrative Officer ¹	County Executive Anthony Picente Jr.	800 Park Avenue, Utica, New York 13501	315-798-5800 APicente@ocgov.net	✓	
Contract Contact	Tammy Stoetzner	800 Park Avenue Utica, New York 13501	315-798-5260 tstoetzner@ocgov.net		
Chief Fiscal Officer	Debra Briggs	800 Park Avenue Utica, New York 13501	315-798-5082 dbriggs@ocgov.net		✓
Department of Social Services Commissioner	Lucille A. Soldato	800 Park Avenue Utica, New York 13501	315-798-5733 lsoldato@ocgov.net		✓
**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.					

¹ The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, eg. Executive Director, County Executive, or Agency Commissioner

HIPAA Business Associate Agreement

This clause applies to contractors that use or discloses individually identifiable health information (PHI) on behalf of the New York State Office of Children and Family Services (OCFS) concerning youth in the care of OCFS.

1. Definitions:

- (a) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (b) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
- (c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean OCFS.

Appendix HIPAA

- (d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware and such report shall include, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - iii. Any steps individuals should take to protect themselves from potential harm resulting from the breach;

Appendix HIPAA

- iv. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - v. Contact procedures for OCFS to ask questions or learn additional information.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the OCFS, and in the time and manner designated by OCFS as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements

Appendix HIPAA

of Subpart E that apply to the covered entity in the performance of such obligation(s); and

- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information “as necessary to perform the services set forth in this Agreement.”
- (b) Business associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c) without the express written consent of OCFS.
- (c) Business associate may use or disclose protected health information as required by law.
- (d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity’s minimum necessary policies and procedures.
- (e) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity

4. Term and Termination

- (a) Term. This agreement shall be effective for the term as specified in this agreement, or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

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(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.

(c) Obligations of Business Associate upon Termination.

i. Except as provided in paragraph (c) (2) below, upon termination of this agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from OCFS, or created or received by Business Associate on behalf of OCFS. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to OCFS notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and OCFS that return or destruction of Protected Health Information is infeasible, Business Associate shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;

Appendix HIPAA

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information.
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

5. Violations

- (a) Any violation of this agreement may cause irreparable harm to OCFS. Therefore, OCFS may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

Appendix HIPAA

(b) Business Associate shall indemnify and hold OCFS harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless OCFS from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, 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 OCFS.

6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Appendix shall be interpreted to permit compliance with the HIPAA Rules.
- (d) HIV/AIDS. If HIV/AIDS information is to be disclosed under this agreement, Business Associate shall comply with the confidentiality requirements of Public Health Law Article 27-F.

Appendix M/WBE

Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures

July 2012

I. General Provisions

- a. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value: **1)** in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing **or; 2)** in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject Contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified Minority and Women-Owned Business Enterprises ("MWBE"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- c. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- d. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII of this Appendix, or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- a. For purposes of this Contract, OCFS hereby establishes an overall goal of 22.5% for MWBE participation, 9.5% for Minority-Owned Business Enterprises ("MBE") participation and 13% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II.a. hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (DMWBD) to discuss additional methods of maximizing participation by MWBEs on the Contract. DMWBD contact numbers: (518) 292-5250; (212) 803-2414; or (716) 846-8200.

- c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OCFS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

- a. Contractor agrees to be bound by and comply with the provisions of Article 15-A and the MWBE Regulations promulgated by the DMWBD. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

Contractor shall comply with the following provisions of Article 15-A:

- b. Contractor and Subcontractors shall undertake or continue existing Equal Employment Opportunity (EEO) programs to ensure that minority group members and women are afforded employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- c. The Contractor shall submit an EEO Policy Statement to OCFS within 3 (three) business days after the notice of award by OCFS to the Contractor.
- d. If Contractor or Subcontractor does not have an existing EEO Policy Statement, OCFS may provide a model Policy Statement OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement
- e. The Contractor's EEO Policy Statement shall include the following language:
 - i. The Contractor and/or Subcontractor will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - ii. The Contractor and/or Subcontractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

- iii. The Contractor and/or Subcontractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- iv. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- v. The Contractor and/or Subcontractor will include the above-noted language provisions outlined in numbers i. through iv., which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements in the language will be binding upon each subcontractor as to work in connection with the Contract.

IV. Project Staffing Plan Form

OCFS-4629 - Project Staffing Plan Form

- a. To ensure compliance with the Equal Employment Opportunity (EEO) Section above, the Contractor shall submit a Project Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal.
- b. Once a contract has been awarded, and during the term of Contract, Contractor will, on a quarterly basis, submit to OCFS any modifications or changes to the Project Staffing Plan Form. The Contractor's Project Staffing Plan Form will only include workforce data for staff utilized on the prime contract, and should not include data on staff performing work under any subcontracts. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Project Staffing Form and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Project Staffing Form and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

V. Subcontracting/Suppliers Utilization Form

OCFS-4631 – Subcontracting/Suppliers Utilization Form

- a. The Contractor represents and warrants that Contractor has submitted a Subcontracting/Supplier Utilization Form prior to the execution of the contract.

- b. Contractor agrees to use such Subcontracting/Supplier Utilization Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II.a. of this Appendix.
- c. Contractor further agrees that failure to submit and/or use such Subcontracting/Suppliers Utilization Form may constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. MWBE Subcontractors & Suppliers Letter of Intent to Participate Forms

OCFS-4630 - Subcontractors and Suppliers Letter of Intent to Participate Form

The OCFS-4630 Subcontractor and Suppliers Letter of Intent to Participate Form is to be completed by the proposed MWBE Subcontractor/Supplier. It is to be submitted prior to the execution of the contract, attached to the OCFS-4631 Subcontracting/Suppliers Utilization Form, for each certified Minority or Women-Owned Business Enterprise the Bidder proposes to utilize as subcontractors, service providers or suppliers. If the MBE or WBE proposed for a portion of this Contract is a part of a joint venture or other temporarily-formed business arrangement, the name and address of the joint venture or the temporarily formed business entity should be indicated.

VII. Waivers

OCFS-4442 - M/WBE Request for Waiver Form

For Waiver Requests, Contractor should use the OCFS-4442 MWBE Request for Waiver Form.

- a. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit an OCFS-4442 MWBE Request for Waiver Form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- b. If OCFS, upon review of the OCFS-4631 Subcontracting/Suppliers Utilization Form and updated OCFS-4441 MWBE Quarterly Reports, determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, OCFS may issue a Notice of Deficiency to the Contractor. The Contractor must respond to the Notice of Deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VIII. MWBE Quarterly Report

OCFS-4441 - M/WBE Quarterly Report Form

Contractor is required to submit an MWBE Quarterly Report to OCFS with 10 days following the end of each applicable reporting quarter over the term of the Contract, documenting the progress made towards achievement of the MWBE goals.

IX. Liquidated Damages - MWBE Participation

- a. Where OCFS determines that the Contractor is not in compliance with the requirements of the Contract concerning participation by minority and women-owned business enterprises, and that

such failure to comply was willful and intentional, or that Contractor refused to comply with such requirements after being notified by OCFS of non-compliance with such requirements, Contractor shall be obligated to pay liquidated damages to OCFS.

- b. Such liquidated damages shall be calculated up to amount equaling the difference between:
 - i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the Contractor pay liquidated damages and the identified sums of liquidated damages has not been withheld by the OCFS from any payments due to the Contractor, the Contractor shall pay such liquidated damages as have not been withheld to the OCFS within sixty (60) days after the Contractor is notified by the OCFS that the Contractor is required to pay such damages unless, prior to the end of the sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development (Director) pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable within 30 days after issuance of Director's decision if the Director renders a decision in favor of the OCFS.

Office of the Sheriff



County of Oneida

Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

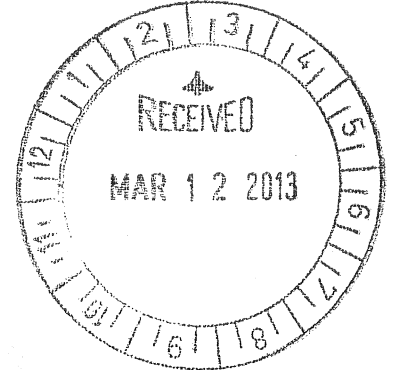
Chief Deputy Gabrielle O. Liddy
Chief Deputy Jonathan G. Owens

September 12, 2012

FN 20 13 - 108

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

PUBLIC SAFETY



WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Westmoreland Central School District. This contract will pay for (1) Deputy currently assigned as a School Resource Officer. The School Resource Officer position is already incorporated and funded in the 2012 budget.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 3/12/13

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Revenue)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office
Providing Service to: Westmoreland Central School District

Title of Activity or Service: One School Resource Officer

Proposed Dates of Operation: September 1, 2012 – June 30, 2013

Client Population/Number to be Served: Students and Families grades 6 through 12 at the Middle and High School Buildings in Westmoreland, NY.

Summary Statements

- 1) **Narrative Description of Proposed Services:** School Resource Officer Services
- 2) **Program/Service Objectives and Outcomes:** To create a safe and secure setting for the educational process to take place within a school environment and to engage the services of an School Resource Officer to deal with problems in this environment.
- 3) **Program Design and Staffing:** 1 Full Time Deputy

Total Funding Requested: \$64,500

Account #: A3120.101 and A3120.800

Oneida County Dept. Funding Recommendation: Recommend Funding

Proposed Funding Sources (Federal \$/ State \$/County \$): Federal Grant through Westmoreland CSD

Cost Per Client Served: N/A

Past Performance Data: This has been a very good program.

Oneida County Department/Office Staff Comments: Since this has been a very good program, we recommend funding.

AGREEMENT
BETWEEN
THE ONEIDA COUNTY SHERIFF'S OFFICE
AND
WESTMORELAND CENTRAL SCHOOL DISTRICT

This Agreement dated the day of , 2012 by and between the **Oneida County Sheriff**, a public officer duly elected under the laws of the State of New York, 6075 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "**Sheriff**", the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as "**County**" and **Westmoreland Central School District**, 5176 Route 233 Westmoreland, New York, 13490 hereinafter referred to as the "**District.**"

WITNESSETH

WHEREAS, the District wishes to secure the services of a School Resource Officer (SRO) for the **2012-2013** school year, to serve as a law enforcement officer, role model and resource to students and families of the 6-12 grade levels at the Middle and High School buildings and its related programs, and

WHEREAS, the Sheriff, the County and the District wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculty of the 6-12 grade levels at the Middle and High School Buildings and its related programs, and

WHEREAS, the Sheriff has the personnel possessing the requisite skills and expertise to provide such services to the District

NOW THEREFORE, in consideration of the mutual promise made herein, the Sheriff, the County and the District agree as follows:

1. The Oneida County Sheriff's Office agrees to assign a Uniformed Officer as a School Resource Officer (SRO) in the Middle and High School buildings in Westmoreland, NY according to a schedule to be established by mutual Agreement between the County Sheriff and the District.
2. The SRO will be under the direct supervision of a designated member of the Sheriff's Law Enforcement Division and such SRO shall coordinate his/her activities at the district with the either or both Principals.
3. The SRO's duties shall be as follows:
 - a. Provide information about available and appropriate community services to students and their families.

- b. Act as a role model and guide students toward community activities that promote character education and prevent delinquency.
- c. Develop and conduct educational crime prevention programs.
- d. Train students in conflict resolution, restorative justice, crime awareness and anger management.
- e. Prevent juvenile delinquency through close contact with students, their families, and school personnel.
- f. Participate in or attend school functions when invited and time permissible.
- g. Inform students of their rights and responsibilities as lawful citizens, counsel them in special situations, and answer any questions that they may have about criminal or juvenile law enforcement.
- h. Consult with school administration and faculty on law enforcement issues.
- i. Maintain records of all student and family contacts. Forms will be developed cooperatively between the SRO and the District. Such records must be submitted to the District Superintendent by the SRO on a monthly basis.
- j. Provide security for special school events or functions at the request of either one or both building principals at the current hourly rate to be billed separately.

4. The Sheriff further agrees as follows:

- a. To provide a School Resource Officer who:
 - i. Possesses a minimum of 40 hours of specialized SRO training.
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - iii. Demonstrates:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - Ability to relate to youth, especially the “at risk” and “special needs” populations;
 - Working knowledge of social service providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;

- A genuine interest in at-risk youth.
 - Meets all education and experience requirements set forth by Oneida County and New York State.
- b. Ensure that the SRO spends an average of 30 hours per week on-site at the Westmoreland Campus in Westmoreland, NY between September and June when school is in session.
 - c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
 - d. Submit quarterly vouchers to the District for services rendered.
 - e. Cooperate with the District to implement the SRO program with the least possible disruption to the educational process.
5. The District's responsibilities under this program are as follows:
- a. Implement the SRO program in accordance with guidelines established by the parties as more fully detailed within this agreement.
 - b. Designate an employee as the School Representative through which day to day business contact will be conducted with SRO.
 - c. Provide the SRO with full access to school facilities, personnel and students.
 - d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO on campus.
 - e. Provide time and appropriate space for the SRO to conduct approved staff, student and parent training.
 - f. Provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.
 - g. Evaluate the program and administer annual assessment of partnership/program.
 - h. Make recommendations and program adjustments as appropriate.
6. The Sheriff, the County and the District agree to comply with the regulations set forth in the Family Education Right to Privacy Act (FERPA).

7. The Sheriff, the County and the District agree to adhere to the District's School Resource Officer Policy, which policy incorporated into and made a part of this agreement as Appendix A.
8. Any Amendments to this agreement require the written consent of all parties.
9. The agreement will be effective from **September 1, 2012 until June 30, 2013**, unless otherwise agreed by both parties.
10. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan, in concert with the Sheriff, to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this agreement with a thirty (30) day notice.
11. If circumstances arise that the Sheriff feels warrant termination of the agreement on his part, he must first address the issues in writing to the Westmoreland Central School District, Superintendent of Schools. Subsequent meeting will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the Sheriff reserves the right to terminate services and this agreement upon thirty (30) days written notice.
12. The District agrees to pay the Sheriff the sum of Sixty four thousand five hundred (\$64,500) for the 2012-2013 school year which amount represent 100% of the replacement costs to the Sheriff. The payment would cover the normal work day and week (Monday-Friday, 7:30AM – 3:30PM). Maximum hours per week not to exceed (40). If additional coverage is needed beyond the normal (8) hour work day or (40) hour work week, the rate paid will be Sheriff's office current hourly rate for special details. Any incidental costs shall be covered by the Sheriff, such costs to include pager, vehicle, uniforms and ongoing training costs.
13. It is expressly agreed that the relationship of the School Resource Office (SRO) to the District shall be that of an independent Contractor. The Contractor shall not be considered an employee of the District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
14. The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and /or willful misconduct of the District, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding. The County and the Sheriff mutually agree to indemnify, save and hold harmless the District, its agents, servants, employees and subcontractors from any claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful


misconduct of the County and/or the Sheriff, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at their own cost, such action or proceeding.

The District agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The District agrees to have the Sheriff and the County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Sheriff and the County with a certificate from said insurance company, or companies, showing coverage as hereinbefore required, such certificate to show the Sheriff and the County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the Sheriff and the County of at least thirty (30) days.

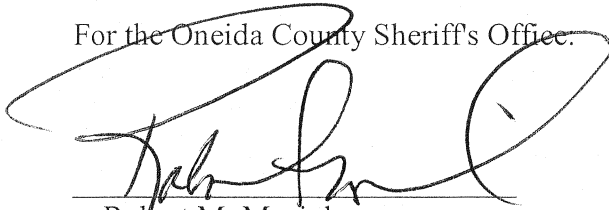
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IN WITNESS WHEREOF, the County, the Sheriff and the District have signed this agreement on the day and year first above written.

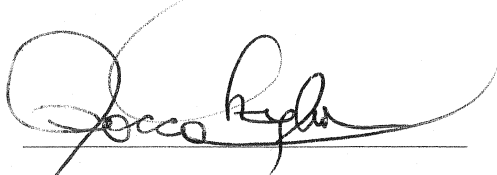
For Oneida County:


Anthony J. Picente, Jr.
Oneida County Executive

For the Oneida County Sheriff's Office:


Robert M. Maciol
Oneida County Sheriff

For Westmoreland Central School District:


Rocco Migliori
District Superintendent

Approved as to Form

Oneida County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____,
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing
have recommended the inclusion of the standard clauses set forth in this Addendum to be
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the
following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal
Requirements.**

Pursuant to Oneida County Board of 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 waste and recyclables generated within the Authority's service area by
performance of this Contract by the Contractor and any subcontractors. Upon awarding of this
Contract, and before work commences, the Contractor will be required to provide Oneida County
with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and
recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by
the Contractor and any subcontractors in performance of this Contract will be delivered
exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

Westmoreland Central School District

5176 St. Rt 233 Westmoreland, NY 13490

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.


During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

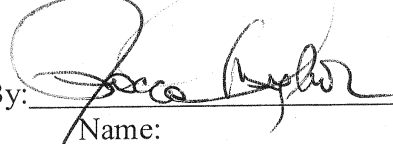
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: 

Oneida County Executive

Contractor

By: 
Name: _____

Approved as to Form only



Oneida County Attorney

Office of the Sheriff



County of Oneida

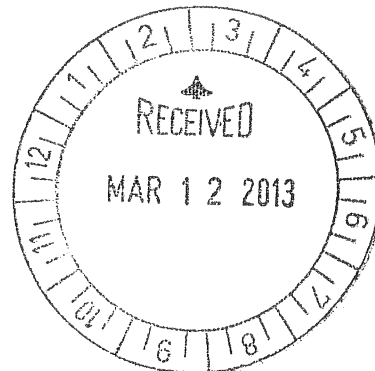
Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

March 6, 2013

FN 20 13-109



PUBLIC SAFETY

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

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Oneida-Herkimer-Madison BOCES. This contract will pay for (2) Deputies currently used as School Resource Officers for shared services between Holland Patent, Remsen, New York Mills Union Free Schools and Whitesboro Central School Districts. Both School Resource Officer positions are already incorporated and funded in the 2012 and 2013 budget.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

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

Date 3/12/13

Administrative Office

6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division

6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division

6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division

200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Reimbursement)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Oneida County Sheriff's Office
Providing Service to: Oneida Herkimer Madison BOCES

Title of Activity or Service: School Resource Officers (2)

Proposed Dates of Operation: September 1, 2012 – June 30, 2013

Client Population/Number to be Served: Holland Patent, Remsen, New York Mills and Whitesboro School Districts

Summary Statements

1) Narrative Description of Proposed Services: Two School Resources officers to be shared between the Holland Patent, Remsen, New York Mills and Whitesboro School Districts during the 2012-2013 school year.

2) Program/Service Objectives and Outcomes: Give student role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to students and staff.

3) Program Design and Staffing: September 1, 2012 – June 30, 2013 School Year; two School Resource Officers to be shared between Holland Patent, Remsen, New York Mills and Whitesboro School Districts

Total Funding Requested: None

Account #: A2735 (revenue)

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department/Office Staff Comments:

Oneida Herkimer Madison BOCES will reimburse the Sheriff's Office \$150,000 for the cost of the two Resource Officers. This is a good program and the school districts are pleased with the presence of the Officers.

AGREEMENT
BETWEEN
THE ONEIDA COUNTY SHERIFF'S OFFICE
AND
ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATION SERVICES
(BOCES)

This Agreement dated the day of , 2012 by and between the **Oneida County Sheriff**, a public officer duly elected under the laws of the State of New York, 6075 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "**Sheriff**", the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as "**County**" and **Oneida-Herkimer-Madison BOCES**, 4747 Middle Settlement Road New Hartford, New York, 13413 hereinafter referred to as the "**District.**"

WITNESSETH

WHEREAS, the District wishes to secure the services of (2) School Resource Officers (SRO) for the **2012-2013** school years, to serve as a law enforcement officer, role model and resource to students and families at the Holland Patent Central, Remsen Central, New York Mills Union Free School and Whitesboro Central School District, and

WHEREAS, the Sheriff, the County and the District wish to enter into a partnership to provide law enforcement and other appropriate services to the students, staff, and faculties of the Holland Patent Central, Remsen Central, New York Mills Union Free School and Whitesboro Central School District, and

WHEREAS, the Sheriff has the personnel possessing the requisite skills and expertise to provide such services to the District

NOW THEREFORE, in consideration of the mutual promise made herein, the Sheriff, the County and the District agree as follows:

1. The Sheriff agrees to assign (2) Uniformed Officers as School Resource Officers (SRO) to be shared in the Holland Patent, Remsen Central, New York Mills Union Free School, and Whitesboro Central School District according to a schedule to be established by mutual Agreement between the Sheriff and the District.
2. The SRO will be under the direct supervision of a designated member of the Sheriff's Law Enforcement Division and such SRO shall coordinate his/her activities at the district with the Principals of each School District.

3. The SRO's duties shall be as follows:

- a. Provide information about available and appropriate community services to students and their families.
- b. Act as a role model and guide students toward community activities that promote character education and prevent delinquency.
- c. Develop and conduct educational crime prevention programs.
- d. Train students in conflict resolution, restorative justice, crime awareness and anger management.
- e. Prevent juvenile delinquency through close contact with students, their families, and school personnel.
- f. Participate in or attend school functions when invited and time permits.
- g. Inform students of their rights and responsibilities as lawful citizens, counsel them in special situations, and answer any questions that they may have about criminal or juvenile law enforcement.
- h. Consult with school administration and faculty on law enforcement issues.
- i. Maintain records of all student and family contacts. Forms will be developed cooperatively between the SRO and the District. Such records must be submitted to the District Superintendent by the SRO on a monthly basis.
- j. Provide security for special school events or functions at the request of building principals.

4. The Sheriff further agrees as follows:

- a. To provide (2) School Resource Officers who:
 - i. Possesses a minimum of 40 hours of specialized SRO training.
 - ii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system.
 - iii. Demonstrates:
 - Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - Ability to relate to youth, especially the "at risk" and "special needs" populations;

- Working knowledge of social service providers and other community justice and school resources;
 - Ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - A genuine interest in at-risk youth.
 - Meets all education and experience requirements set forth by Oneida County and New York State.
- b. Ensure that the each SRO spends an average of 35 hours per week on-site shared amongst the Holland Patent, Remsen Central, New York Mills Union Free School, and Whitesboro Central School District between September and June when school is in session.
- c. Submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- d. Submit quarterly vouchers to the District for services rendered.
- e. Cooperate with the District to implement the SRO program with the least possible disruption to the educational process.
5. The District's responsibilities under this program are as follows:
- a. Implement the SRO program in accordance with guidelines established by the parties as more fully detailed within this agreement.
 - b. Designate an employee as the School Representative through which day to day business contact will be conducted with SRO.
 - c. Provide the SRO with full access to school facilities, personnel and students.
 - d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SRO on campus.
 - e. Provide time and appropriate space for the SRO to conduct approved staff, student and parent training.
 - f. Provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.
 - g. Evaluate the program and administer annual assessment of partnership/program.

- h. Make recommendations and program adjustments as appropriate.
6. The Sheriff, the County and the District agree to comply with the regulations set forth in the Family Education Right to Privacy Act (FERPA).
 7. The Sheriff, the County and the District agree to adhere to the District's School Resource Officer Policy, which policy incorporated into and made a part of this agreement as Appendix A.
 8. Any Amendments to this agreement require the written consent of all parties.
 9. The agreement will be effective from **September 1, 2012 until June 30, 2013**, unless otherwise agreed by both parties.
 10. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan, in concert with the Sheriff, to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this agreement with a thirty (30) day notice.
 11. If circumstances arise that the Sheriff feels warrant termination of the agreement on his part, he must first address the issues in writing to the BOCES Director of Alternative and Special Education Programs. Subsequent meeting will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the Sheriff reserves the right to terminate services and this agreement upon thirty (30) days written notice.
 12. The District agrees to pay the Sheriff the sum of One Hundred Fifty thousand (\$150,000) for the 2012-2013 school year, which amount represent 100% of the replacement costs to the Sheriff. The payment would cover the normal work day and week (Monday-Friday, 7:30AM – 3:30PM). Maximum hours per week not to exceed (40). If additional coverage is needed beyond the normal (8) hour work day or (40) hour work week, the rate paid will be Sheriff's office current hourly rate for special details. Any incidental costs shall be covered by the Sheriff, such costs to include pager, vehicle, uniforms and ongoing training costs.
 13. It is expressly agreed that the relationship of the School Resource Officer (SRO) to the District shall be that of an independent Contractor. The Contractor shall not be considered an employee of the District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
 14. The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, servants, employees and subcontractors from any claims, demands, causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and /or willful misconduct of the

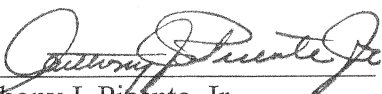
District, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding. The County and the Sheriff mutually agree to indemnify, save and hold harmless the District, its agents, servants, employees and subcontractors from any claims, demands causes of action and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence and/or willful misconduct of the County and/or the Sheriff, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at their own cost, such action or proceeding.

The District agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The District agrees to have the Sheriff and the County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Sheriff and the County with a certificate from said insurance company, or companies, showing coverage as hereinbefore required, such certificate to show the Sheriff and the County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the Sheriff and the County of at least thirty (30) days.

The County agrees that it will, at its own expense, at all times during the term of this agreement, maintain in 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 (\$1,000,000.00). The County agrees to have the District added to said insurance policies as a named additional insured, as its interest may appear, and to provide the District with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the District as additional insured and to provide that such coverage shall not be terminated without written prior notice to the District of at least thirty (30) days.

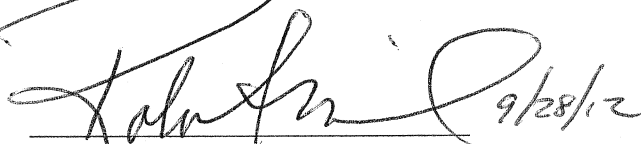
IN WITNESS WHEREOF, the County, the Sheriff and the District have signed this agreement on the day and year first above written.

For Oneida County:



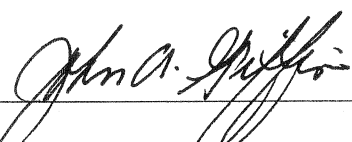
Anthony J. Picente, Jr.
Oneida County Executive

For the Oneida County Sheriff's Office:




Robert M. Maciol
Oneida County Sheriff

For Oneida-Herkimer-Madison BOCES:



BOCES Board President Designee

Approved as to Form



Oneida County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this th30 day of January 2013, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - 1. The Contractor may use and disclose protected health information for the Contractor’s own proper management and administration; and
 - 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - 5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.


During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

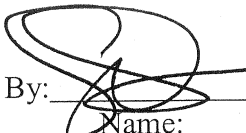
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: 
Oneida County Executive

Contractor

By: 
Name: _____

Approved as to Form only

Oneida County Attorney