ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Chairman
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(315) 798-5404

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COMMUNICATIONS WITH DOCUMENTATION
April 9, 2014

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

FILE NO.	COMMITTEE	PAGES
2014-136	Ec. Develop. & Tourism (4/7), Ways & Means (to Bd. 4/9/14)	
2014-137	Read & Filed	
2014-138	Economic Development & Tourism, Ways & Means	
2014-139	Economic Development & Tourism, Ways & Means	
2014-140	Government Operations, Ways & Means	
2014-141	Public Safety, Ways & Means	
2014-142	Public Safety, Ways & Means	
2014-143	Public Safety, Ways & Means	
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2014-150	Public Works, Ways & Means	
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ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER

DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

FN 20 14-136.

April 7, 2014

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

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

Dear County Executive Picente,

The Oneida County Board of Legislators funded Capital Project H- 497, MVCC - Plumley Building Addition & Renovation, with the intent of preparing plans and specifications for construction of new academic facilities and renovation of the Plumley Building at the MVCC Rome Campus. The Department of Public Works and the Mohawk Valley Community College forwarded a Request for Proposal to interested Construction Managers and completed a detailed review of each response. Members of the review committee included MVCC Board of Trustees members, Legislator Edward Welsh, MVCC President Randall VanWagoner, other MVCC administrators, and Mark Laramie.

Three Construction Managers, Gaetano Construction, Kestrel Construction Services, and H.R. Beebe, were selected for further consideration and interview. Following considerable discussion and analysis H.R. Beebe was selected.

Fees for this project will be based on a lump sum fee of $38,340.00 for pre-construction phase series and a not-to-exceed lump sum fee for construction phase services. Payments for construction phase services will be based on time and materials invoices with specified hourly rates and reimbursable expense multipliers. However, construction phase services will not be provided until the County Board of Legislators approves construction funding. The total cost of construction phase series will be based on a not-to-exceed fee of $500,000.00 if the project were fully funded.

If you concur, please forward the enclosed agreement with H.R. Beebe, Inc., for the above mentioned services, to the Oneida County Board of Legislators for Consideration. Timing for pre-construction phase services is critical. **Therefore, please request Board consideration on April 9, 2014.**

Thank your for your continued support.

By,

Mark E. Laramie, PE
Deputy Commissioner

For,
Dennis S. Davis
Commissioner

RECEIVED
APR - 7 2014

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

Anthony J. Picente, Jr.
County Executive

Date 4/7/14

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida Co. Department: Public Works

Competing Proposal X
Only Respondent ____
Sole Source RFP ____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: H.R. Beebe, Inc.
PO Box 240
Utica, NY 13503

Title of Activity or Service: Construction Management Services

Proposed Dates of Operation: 3/1/2014 – 8/1/2015

Client Population/Number to be Served: N/A

Summary Statements
1) Narrative Description of Proposed Services:

Provide pre-construction phase and construction phase services for new academic facilities and Plumley Building addition.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: $538,340.00 **Account #:** H-497

Oneida County Dept. Funding Recommendation: $538,340.00

Proposed Funding Sources (Federal $/ State $/County $): $269,170.00 County
$269.170.00 State

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Ninth day of April in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Oneida County
800 Park Ave
Utica, NY 13501
Telephone Number: (315) 793-6236

and the Construction Manager:
(Name, legal status, address and other information)

Beebe Construction Services, Inc.
6153 Trenton Road
Utica, NY 13503
Telephone Number: (315) 724-6177

for the following Project:
(Name, location and detailed description)

Mohawk Valley Community College
Rome Campus Improvements
Plumley Building Addition(s) and Renovation. Support Building and Related Sitework.

The Architect:
(Name, legal status, address and other information)

JMZ Architects and Planners, P.C.
190 Glen Street - PO Box 725
Glens Falls, NY 12801

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

As generally stated in Exhibit A; to be adjusted as necessary based on space programming and budget analysis.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Mohawk Valley Community College Rome Campus

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Twenty-One Million Two Hundred Thirteen Thousand Four Hundred Sixty-Five Dollars.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Complete Schematic Design Phase on or before 31 July 2014

.2 Commencement of construction:

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To be determined in collaboration with Architect and Construction Manager

.3 Substantial Completion date or milestone dates:

To be determined in collaboration with Architect and Construction Manager

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive Bid in compliance with New York State General Municipal Law.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

To be determined in collaboration with Architect and Construction Manager.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Mark E. Laramie, P.E.
6000 Airport Road
Oriskany, NY 13424
Telephone Number: (315) 793-6236

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

None

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

Plumley Engineering

8232 Loop Road
Baldwinsville, NY 13027

.2 Geotechnical Engineer:

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Plumley Engineering

8232 Loop Road
Baldwinsville, NY 13027

.3 Civil Engineer:

Plumley Engineering

8232 Loop Road
Baldwinsville, NY 13027

.4 Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Gregory S. Benincasa
6153 Trenton Road - PO Box 240
Utica, NY 13503
Telephone Number: (315) 724-6177

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Construction Manager shall provide a Project Director, Project Manager, Field Inspector(s), and Administrative Assistant.

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)

.2 Other consultants:

Robert Armondo
Tectonic Systems
Risk-Management & Claims Avoidance

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§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

§ 1.1.15 Other Initial Information on which the Agreement is based:

Construction Manager shall provide Liability Insurance with minimum limits and requirements shown in Exhibit B and Article 2 of this agreement.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage. Construction Manager shall provide certificate of insurance with Oneida County added as additional insured on a primary, non-contributory, basis with waiver of subrogation

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage. Construction Manager shall provide certificate of insurance with Oneida County added as additional insured on a primary, non-contributory, basis with waiver of subrogation.

§ 2.6.3 ~~The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.~~Excess/Umbrella Liability with policy limits of not less than Two Million Dollars and Zero Cents ($2,000,000.00) combined single limit and aggregate for bodily injury and property damage. Construction Manager shall provide certificate of insurance with Oneida County added as additional insured on a primary, non-contributory, basis with waiver of subrogation..

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~($—).~~ limits required by New York State Law.

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§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

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§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

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§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

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§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the

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Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- **.4** Request for information, Change Order, and Construction Change Directive status reports;
- **.5** Tests and inspection reports;
- **.6** Status report of nonconforming and rejected Work;
- **.7** Daily logs;
- **.8** Summary of all Multiple Prime Contractors' Applications for Payment;
- **.9** Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;

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.10 Cash-flow and forecast reports; and
.11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1 Contractor's work force report;
.2 Equipment utilization report;
.3 Cost summary, comparing actual costs to updated cost estimates; and
.4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility *(Construction Manager, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™–2007)	Not Provided	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211™–2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;

.3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.4 Preparation for, and attendance at, a public presentation, meeting or hearing;

.5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

.7 Assistance to the Initial Decision Maker, if other than the Architect; or

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.8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

.1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.

.2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

.3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the

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Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

.2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

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§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Lump Sum Fee of $38,340.00

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§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Construction Phase Services shall be billed at the rates established in paragraph 11.5 plus approved reimbursable expenses. Invoices shall be itemized and Owner reserves the right to request backup documentation (i.e. payroll records, invoices for reimbursable expense items, and etc.) for review.

Construction Manager shall be paid a Not-To-Exceed Fee of $500,000.00 for Construction Phase Services. Construction Manager shall not provide Construction Phase Services without written authorization from Owner.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Five percent (5.00 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
Project Director	$80.00
Project Manager	$72.00
Field Inspector	$55.00
Administrative Assistant	$38.00

§ 11.6 Compensation for Reimbursable Expenses
§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;

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.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % per annum

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A – Initial Information
Exhibit B – Insurance Requirements
Exhibit C – Standard Contract Clauses

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This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Anthony J. Picente Jr. Oneida County Executive *(Printed name and title)*	Gregory S. Benincasa President *(Printed name and title)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:48:23 on 04/04/2014 under Order No. 0339621414_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

Mark E. Laramie, P.E.
Deputy Commissioner
Division of Engineering
Oneida County D.P.W.

(Title)

04/07/2014

(Dated)

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1. PROJECT DESCRIPTION

1.1. In 2011 the firm of Mitchell Giurgola Architects, LLP, was retained to evaluate the College's academic facilities and develop a Rome and Utica Campus Master Plan. A final report was issued in November of 2011 outlining improvements to facilities, the construction of new facilities, and various site improvements. Project scope and program needs are identified in Section V. Final Recommendations. Oneida County and MVCC have secured funding for pre-construction phase services associated with the Plumley Building Addition and Renovations, Related Site Work, and Support Building Construction.

1.2. In addition to the details contained in the Master Plan, the design may include:

1.2.1. The Department of Public Safety, with a separate investigation room and a locker room, gun lockers and space to load and unload.
1.2.2. Appropriate gas lines, water, electric, ventilation, Internet connection and the ability to expand to 2 fryers for the Café.
1.2.3. Access to a loading dock for the Café.
1.2.4. Surgical Technology labs, with appropriate lighting, ventilation, and other details specific to such a lab.
1.2.5. Private tutoring/study rooms for small groups of students in the Library and the Learning Center.
1.2.6. A larger lecture space to accommodate 150-200 people.
1.2.7. Computer labs appropriate for Cyber Security classes.
1.2.8. Approximately 8 pods within the Food Lab.
1.2.9. A dining room/area with seating for 120 and a prep/service area;
1.2.10. Adequate storage within the Culinary Labs.
1.2.11. Space to house trucks used for the driving school inside with water, heat and gas/oil storage.
1.2.12. A multiuse area that would accommodate up to 75-100 people with the ability to create a private room to hold 40 people and/or a conference room for 20 people.
1.2.13. Loading docks in the Support Building.

1.3. It is imperative that this project not hinder daily operations of the MVCC Rome Campus. The Architect will cooperate with the Construction Manager to minimize inconvenience to campus operations.

1.4. Construction Manager shall collaborate with Architect in its formation of an approach to construction phasing and associated relocation services.

Exhibit B

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

Insurance Agent; Name and Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Contractor; Name and Address

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC				EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A	X	EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				Provide Limits As Required by New York State Law	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as additional insured on a primary, non-contributory basis with waiver of subrogation, to General, Auto, and Excess Liability policies.

CERTIFICATE HOLDER

County of Oneida & Department of Public Works
c/o Commissioner of Finance
800 Park Ave., Utica, NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Exhibit C

THIS ADDENDUM, entered into on this 9th day of April in the year of 2014, 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 statue 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 "HIPPA," 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:_____
Anthony J. Picente, Jr.
Oneida County Executive

Approved as to Form only

_____
Oneida County Attorney

Contractor Biebe Construction Services, Inc.

By:_____
Name: Gregory Reinertsen

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

for

MEMORIALIZING PETITION

F.N. 2014 - 137

SPONSORS: Messers: Mandryck, Flisnik, Koenig

READ & FILED

A MEMORIALIZING PETITION OPPOSING GOVERNOR ANDREW CUOMO'S PROPOSAL TO HAVE NEW YORK STATE TAXPAYERS FUND COLLEGE DEGREES FOR INMATES IN STATE PRISONS.

WHEREAS, Governor Cuomo is proposing a program that will offer associate and bachelor degree education at 10 prisons, one in each region of the state; and

WHEREAS, this proposed program would provide criminals with taxpayer-funded college tuition at a cost of $5,000 per inmate per year; and

WHEREAS, with the cost of college tuition on the rise, many of our hard working, law abiding citizens find Themselves paying their college student loans for the majority of their careers; and

WHEREAS, at a time when public schools, community colleges, and other education institutions are experiencing shortfalls, budget cuts and reduction of services and programs; tax dollars should not be spent on college education for prisoners; and

WHEREAS, incarceration of prisoners is supposed to be a punishment for those who break the law by engaging in illegal behavior such as selling drugs, rape, murder, robbery, and other various crimes and should not be rewarded with an opportunity to get a college degree when a college degree is not offered to the victim of the crime; and

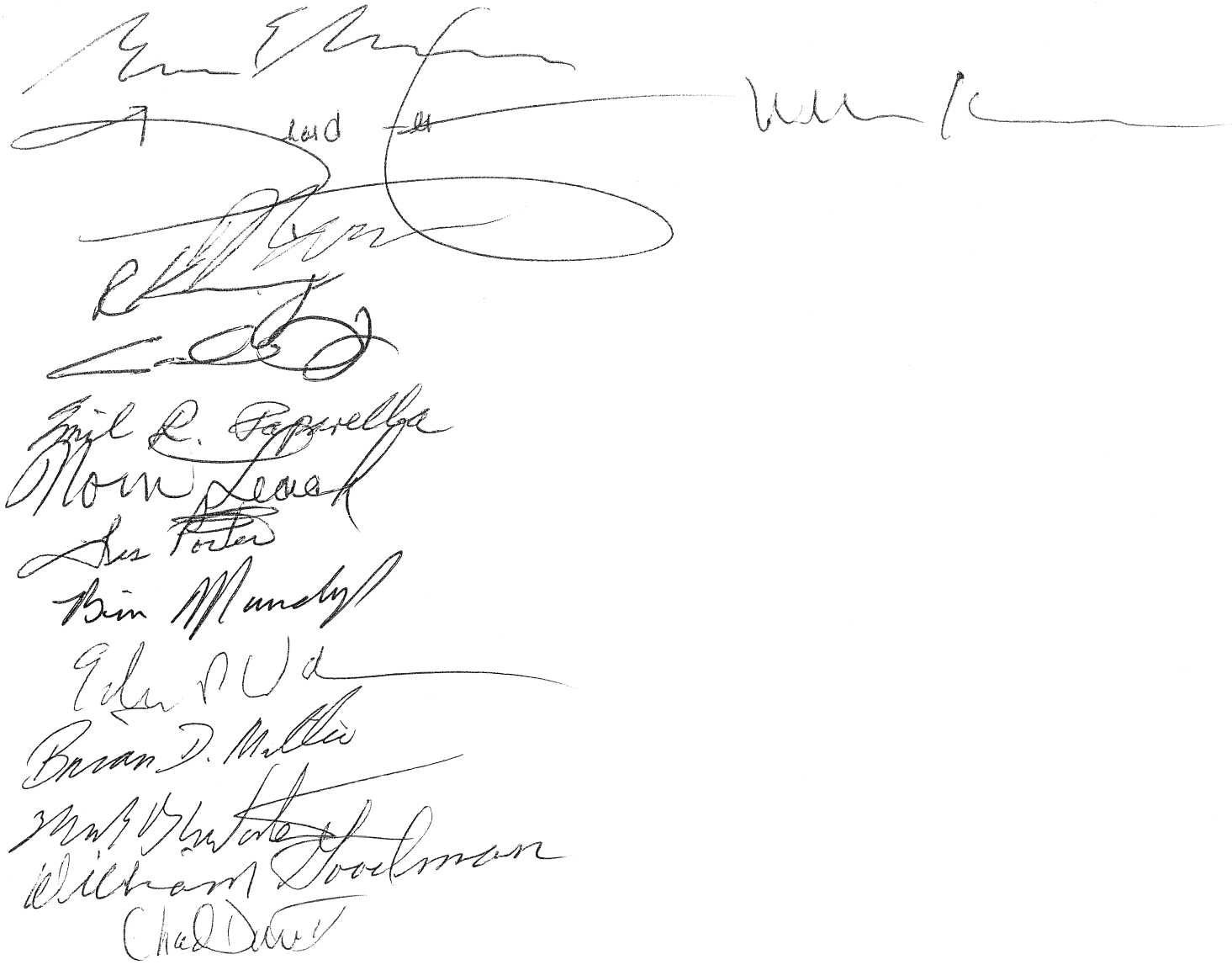
WHEREAS, the Oneida County Board of Legislators agree that there should be prison programs aimed at reducing recidivism, such as high school equivalency and vocational training, not a college degree that most of our military veterans aren't even afforded; and

NOW THEREFORE BE IT HEREBY RESOLVED, the Oneida County Board of Legislators strongly oppose Governor Andrew Cuomo's proposal to have New York State Taxpayers fund college degrees for inmates in State prisons; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Assembly Speaker Sheldon Silver, New York State Minority Leader Brian M. Kolb, New York State Senate Republican Conference Leader Dean G. Skelos, New York State Senate Democratic Conference Leader Andrea Stewart-Cousins, New York State Independent Democratic Conference Leader Jeffrey Klein, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William Magee, New York Assembly Representative Marc Butler, Oneida County Executive Anthony J. Picente, Jr. and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION



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: March 12, 2014

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

April 1, 2014

FN 20 14 - 138

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

RECEIVED APR 11 2014

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

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2014 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 32 landowners owning 3068.9 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **May 14, 2014** thereafter being submitted to the State for final approval.

Respectfully submitted,

Gerald J. Fiorini

GERALD J. FIORINI,
CHAIRMAN OF THE BOARD

GJF:pp
attachments

ONEIDA COUNTY FARMLAND PROTECTION BOARD

Brymer Humphreys, Chair

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

ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT
OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS
MARCH 2014

I. INTRODUCTION

Oneida County established January 1, 2013 – January 31, 2014 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on February 24, 2014. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 32 landowners, owning 3068.9* acres of farmland, expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were several instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and also where parcel boundaries changed. All of the maps are included in the package of materials.

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

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

IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommend that the 32 landowners and 3068.9* acres of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

*** These figures include properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties the total number of acres added is 1981.7.**

2014 OPEN ENROLLMENT ONEIDA COUNTY AGRICULTURAL DISTRICTS					
ID#	OWNER	PIN	MUNICIPALITY	DISTRICT	ACRES
OE14-1	ANDRE, RONALD & TAMMY	23.000-1-19.2	BOONVILLE	3	13.2
OE14-2	BRADY, DENNIS	381.000-1-16.3	AUGUSTA	4	31.8
OE14-2	BRADY, DENNIS	363.000-1-53	AUGUSTA	4	20.0
OE14-2	BRADY, DENNIS	363.000-1-53	AUGUSTA	4	90.3
OE14-2	BRAY, RONALD	367.000-1-61	PARIS	5	46.0
OE14-2	BRAY, RONALD	367.000-1-61	PARIS	5	50.0
OE14-2	BRAY, RONALD	357.000-2-7.1	PARIS	5	25.4
OE14-3	BRAYMAN, DUANE & CRYSTAL	361.000-1-4	AUGUSTA	4	14.6
OE14-3	BRAYMAN, DUANE & CRYSTAL	361.000-1-6	AUGUSTA	4	53.8
OE14-3	BRAYMAN, DUANE & CRYSTAL	361.000-1-6	AUGUSTA	4	12.7
OE14-3	BRAYMAN, DUANE & CRYSTAL	361.000-1-7	AUGUSTA	4	84.6
OE14-4	BRENNEMAN, SIMON	371.000-2-18	AUGUSTA	4	5.7
OE14-4	BRENNEMAN, SIMON	372.000-1-2.1	AUGUSTA	4	55.3
OE14-5	CALABRESE, LOUIS JR	94.000-1-25	ANNSVILLE	1	68.9
OE14-5	CALABRESE, LOUIS JR	94.000-1-32	ANNSVILLE	1	1.1
OE14-6	COLE, MALCOLM & JAQUELINE	225.000-2-3	ROME	2	24.7
OE14-6	COLE, MALCOLM & JAQUELINE	225.000-2-2.1	ROME	2	29.9
OE14-7	DEROSA, NICK & DONNA	231.000-1-29	DEERFIELD	7	2.7
OE14-8	DROBNICA, FRANK & CORI	150.000-1-34.1	ANNSVILLE	1	50.2
OE14-8	DROBNICA, FRANK & CORI	150.000-1-32.1	ANNSVILLE	1	9.8
OE14-8	DROBNICA, FRANK & CORI	150.000-1-2.1	ANNSVILLE	1	46.1
OE14-9	DUTCH, RYAN	78.000-1-42.1	AVA	2	35.4
OE14-10	HERSHBERGER, SAMUEL A	250.000-1-19.1	DEERFIELD	7	3.1
OE14-10	HERSHBERGER, SAMUEL A	250.000-1-27.1	DEERFIELD	7	6.4
OE14-10	HERSHBERGER, SAMUEL A	250.000-1-27.1	DEERFIELD	7	38.4
OE14-10	HERSHBERGER, SAMUEL A	250.000-1-27.1	DEERFIELD	7	0.4
OE14-10	HERSHBERGER, SAMUEL A	250.000-1-19.1	DEERFIELD	7	140.7
OE14-11	HUTHER, RUSSELL & JOANN	288.000-2-44.2	WESTMORELAND	5	10.2
OE14-12	KELLY, MICHAEL	226.004-1-1.1	FLOYD	7	5.7
OE14-13	KUPIAK, DANIEL R	279.000-1-49.2	DEERFIELD	7	1.3
OE14-14	LARSON, THOMAS	244.000-1-3	FLOYD	7	0.4
OE14-14	LARSON, THOMAS	244.000-1-3	FLOYD	7	10.8
OE14-14	LARSON, THOMAS	244.000-1-3	FLOYD	7	57.2
OE14-15	LEWIS, CHET	225.000-1-47.2	FLOYD	7	5.0
OE14-16	LYSZCZARZ, ELAINE M	279.000-1-17.5	DEERFIELD	7	14.0
OE14-16	LYSZCZARZ, ELAINE M	279.000-1-16	DEERFIELD	7	10.4
OE14-17	MILLER, YOST	362.000-1-36.1	AUGUSTA	4	2.2
OE14-17	MILLER, YOST	370.000-1-2.1	AUGUSTA	4	63.1
OE14-17	MILLER, YOST	362.000-1-36.2	AUGUSTA	4	23.4
OE14-17	MILLER, YOST	371.000-1-1	AUGUSTA	4	74.1
OE14-17	MILLER, YOST	371.000-2-65.1	AUGUSTA	4	12.4
OE14-17	MILLER, YOST	371.000-2-65.1	AUGUSTA	4	40.1
OE14-17	MILLER, YOST	371.000-2-65.1	AUGUSTA	4	13.2
OE14-18	MOSER, TAMMY & HANS	265.000-2-6.1	DEERFIELD	7	84.1
OE14-19	RICKMYER, DORIS M.	225.000-1-2.1	FLOYD	7	104.1
OE14-20	RICKMYER, MARK	225.000-1-47.4	FLOYD	7	49.5
OE14-20	RICKMYER, MARK	225.000-1-56	FLOYD	7	32.5
OE14-20	RICKMYER, MARK	225.000-1-56	FLOYD	7	73.2
OE14-20	RICKMYER, MARK	225.000-1-40	FLOYD	7	30.3
OE14-20	RICKMYER, MARK	225.000-2-9.2	ROME	7	3.7
OE14-21	SALLADIN, WILLIAM	148.000-2-9.1	ANNSVILLE	1	112.4
OE14-21	SALLADIN, WILLIAM	148.000-2-9.2	ANNSVILLE	1	7.4
OE14-21	SALLADIN, WILLIAM	148.000-2-9.1	ANNSVILLE	1	146.2

ID#	OWNER	PIN	MUNICIPALITY	DISTRICT	ACRES
OE14-21	SALLADIN, WILLIAM	148.000-2-7	ANNSVILLE	1	105.0
OE14-22	**SCALZO, JOHN**	**367.000-1-19.1**	**PARIS**	**6**	**3.6**
OE14-22	**SCALZO, JOHN**	**367.000-1-19.1**	**PARIS**	**6**	**85.7**
OE14-22	SCALZO, JOHN	358.000-1-76.2	PARIS	6	0.9
OE14-23	SCALZO, JOSEPH	357.000-2-20.1	PARIS	6	35.0
OE14-23	SCALZO, JOSEPH	358.000-1-74.1	PARIS	6	62.1
OE14-23	SCALZO, JOSEPH	358.000-1-75	PARIS	6	12.1
OE14-23	**SCALZO, JOSEPH**	**358.000-1-77.3**	**PARIS**	**6**	**87.6**
OE14-24	SCHLABACH, ANDY	389.000-1-2	AUGUSTA	4	17.9
OE14-24	SCHLABACH, ANDY	389.000-1-9	AUGUSTA	4	76.0
OE14-25	SCHWARTZ, JOHN Y	362.000-1-36.7	AUGUSTA	4	29.2
OE14-25	SCHWARTZ, JOHN Y	371.000-1-10.4	AUGUSTA	4	23.9
OE14-25	SCHWARTZ, JOHN Y	371.000-1-10.4	AUGUSTA	4	49.9
OE14-25	SCHWARTZ, JOHN Y	371.000-1-10.1	AUGUSTA	4	16.7
OE14-26	SHETLER, RUDY H	381.000-1-2.1	AUGUSTA	4	73.6
OE14-26	SHETLER, RUDY H	372.000-1-37.3	AUGUSTA	4	21.4
OE14-27	SLIFKA, JOHN & JOSIE	226.000-1-32.1	FLOYD	7	82.1
OE14-27	SLIFKA, JOHN & JOSIE	226.000-1-32.1	FLOYD	7	1.9
OE14-27	SLIFKA, JOHN & JOSIE	191.000-1-14	FLOYD	7	87.5
OE14-28	SMITH, JASON T	245.000-1-26	FLOYD	7	0.6
OE14-28	SMITH, JASON T	208.000-1-53	FLOYD	7	0.9
OE14-28	SMITH, JASON T	208.000-1-55	FLOYD	7	3.6
OE14-29	THURSTON, GEORGE & SHIRLEY	333.000-1-50.3	VERNON	4	14.2
OE14-30	TOMASSI, LINDA - REVOCABLE TRUST	207.000-1-51	FLOYD	7	51.1
OE14-30	TOMASSI, LINDA - REVOCABLE TRUST	207.000-1-51	FLOYD	7	121.1
OE14-31	VAILL, MILTON	313.000-1-8.2	WESTMORELAND	5	31.5
OE14-32	**WUCIK, DALE & KATHY**	**353.000-1-12.3**	**AUGUSTA**	**4**	**24.0**
OE14-32	**WUCIK, DALE & KATHY**	**353.000-1-12.1**	**AUGUSTA**	**4**	**1.8**
			TOTAL	ACRES	3068.9

BOLD LINES INDICATE PROPERTIES ALREADY IN A DISTRICT - CHANGES IN OWNERSHIP OR CHANGES IN PARCEL BOUNDARIES (1087.2 ACRES)

TOTAL NEW ACRES **1981.7**

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information

Name of Action or Project:
2014 Open Enrollment for New York State Agricultural Districts in Oneida County

Project Location (describe, and attach a location map):
Multiple towns throughout Oneida County.

Brief Description of Proposed Action:
The addition of multiple properties to various existing NYS Agricultural Districts within Oneida County as a result of the annual Open Enrollment period established for Oneida County.

Name of Applicant or Sponsor:	Telephone: (315) 798-5900
Oneida County Board of Legislators	E-Mail: pparry@ocgov.net

Address:
800 Park Avenue

City/PO:	State:	Zip Code:
Utica	NY	13501

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: New York State Department of Agriculture and Markets	☐	☑

3.a. Total acreage of the site of the proposed action? 3068.9 acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☑ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
☑ Forest ☑ Agriculture ☐ Aquatic ☐ Other (specify): _____
☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☐	☑

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation service(s) available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:	☑	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☑	☐

	NO	YES
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐
b. Is the proposed action located in an archeological sensitive area?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☑ Forest ☑ Agricultural/grasslands ☑ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐

	NO	YES
16. Is the project site located in the 100 year flood plain?	☑	☐

	NO	YES
17. Will the proposed action create storm water discharge, either from point or non-point sources?		
If Yes,		
a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?		
If Yes, briefly describe: ☐ NO ☐ YES		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☑	☐

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Gerald J. Fiorini Date: May 14, 2014

Signature: _____

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

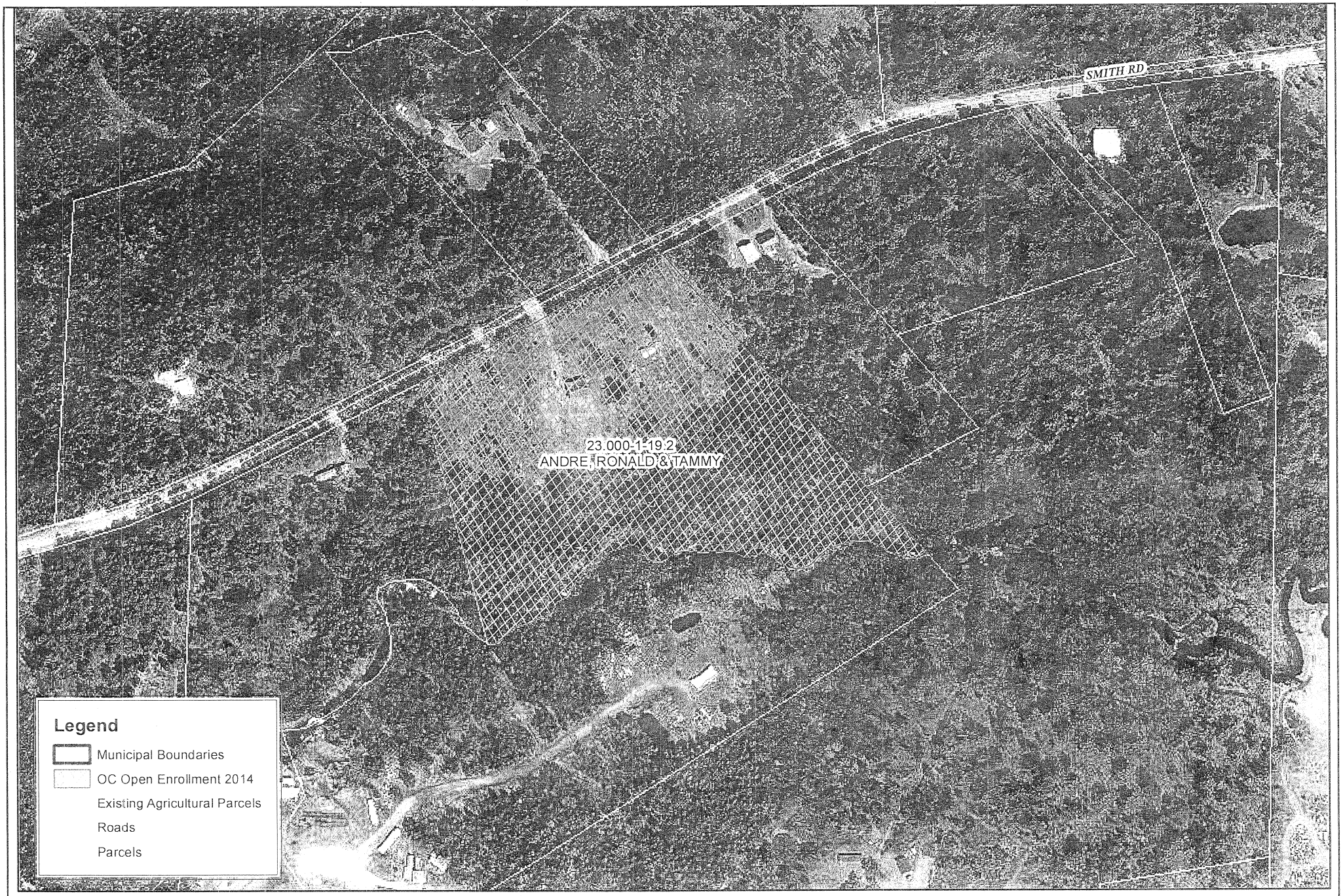
Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Oneida County Board of Legislators	May 14, 2014
Name of Lead Agency	Date
Gerald J. Fiorini	Chairman
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	John R. Kent, Jr.
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT



ANDRE, RONALD & TAMMY
Boonville

13.2 acres

0 150 300 600
Feet

Scale: 1 inch = 300 feet

Agricultural District Open Enrollment

Oneida County
2014

N
W E
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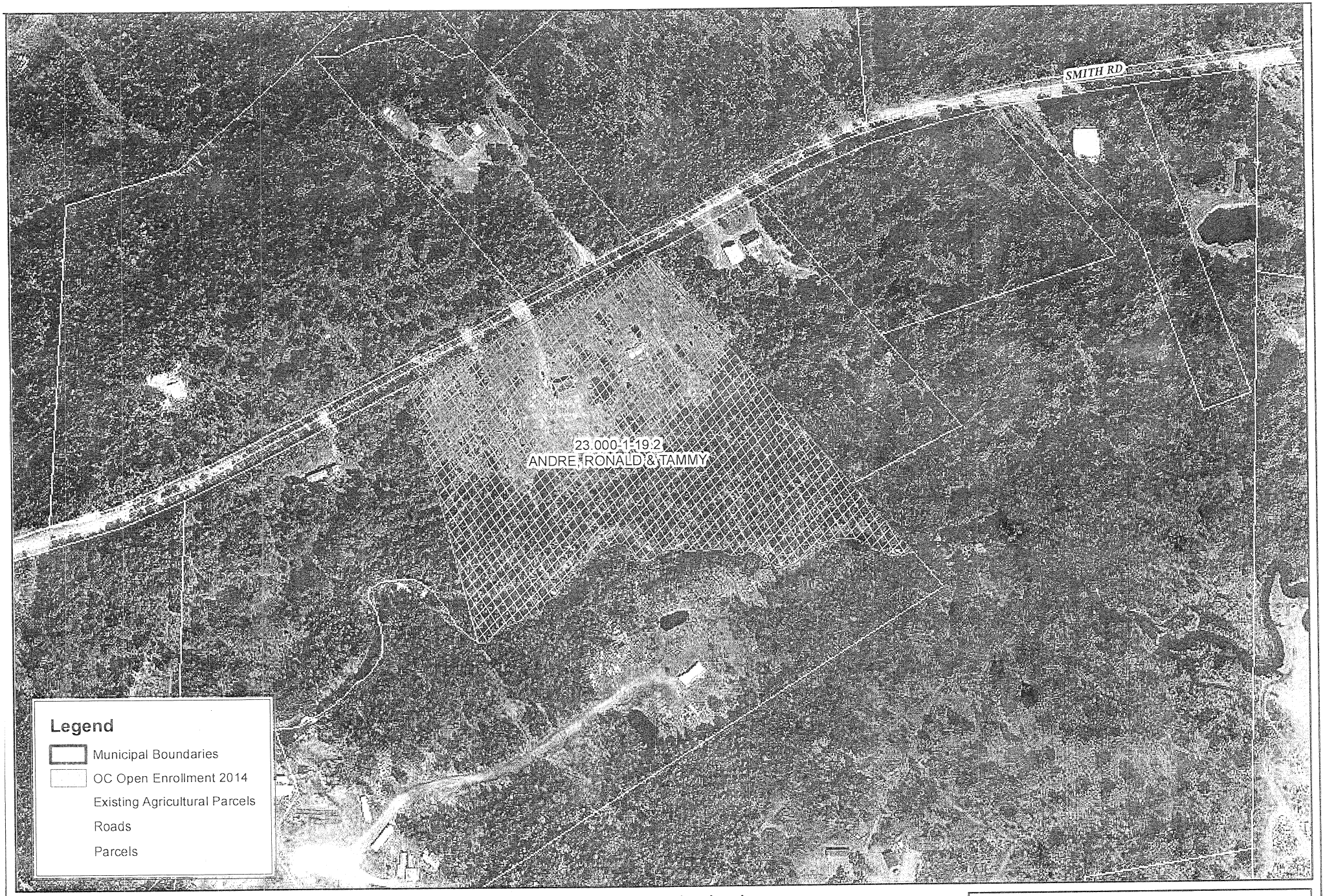

ANDRE, RONALD & TAMMY
Boonville

13.2 acres

0 150 300 600
Feet

Scale: 1 inch = 300 feet

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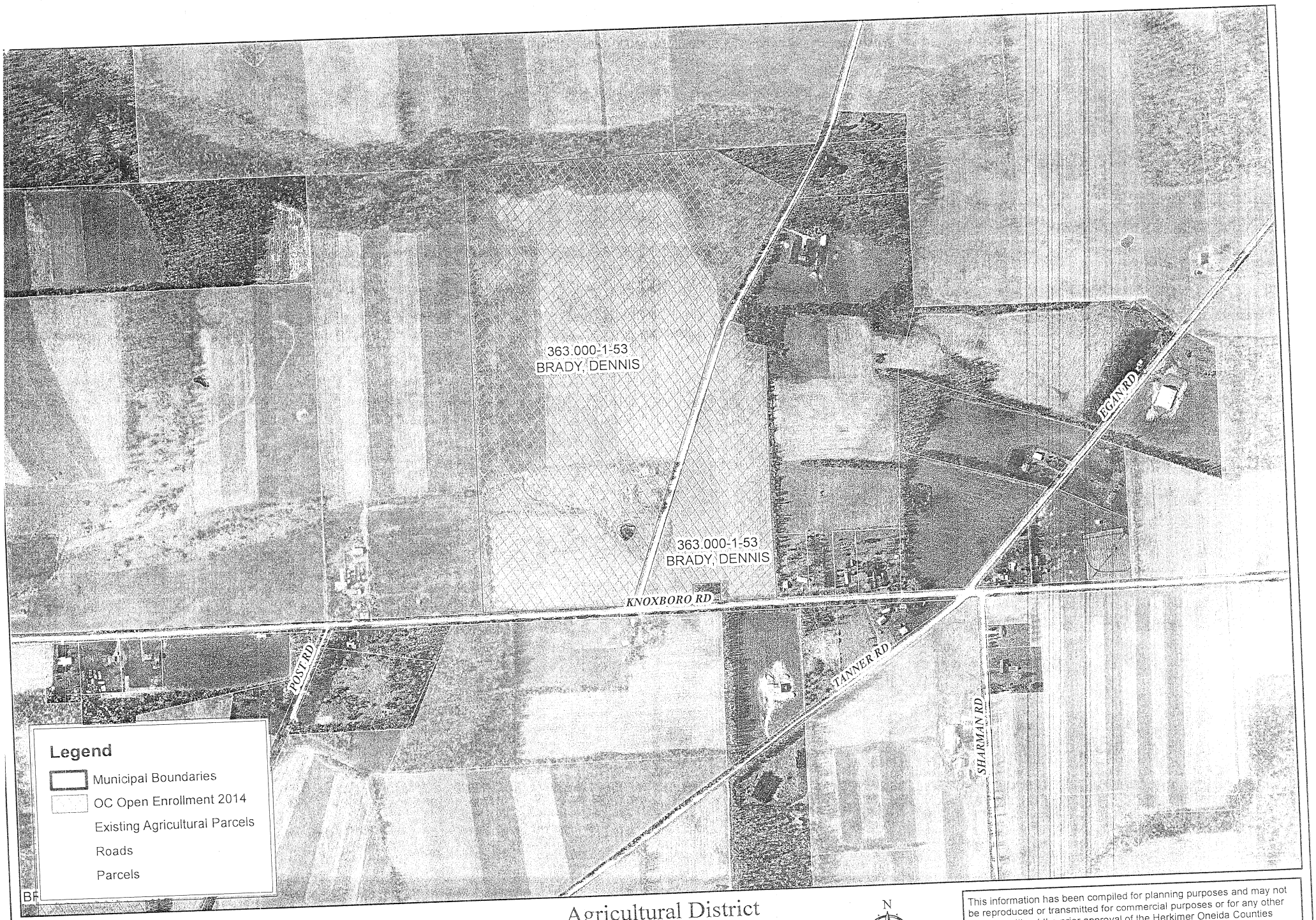

BRADY, DENNIS
Augusta
110.3 acres
Map 1 of 2

0 375 750 1,500
Feet

Scale: 1 inch = 750 feet

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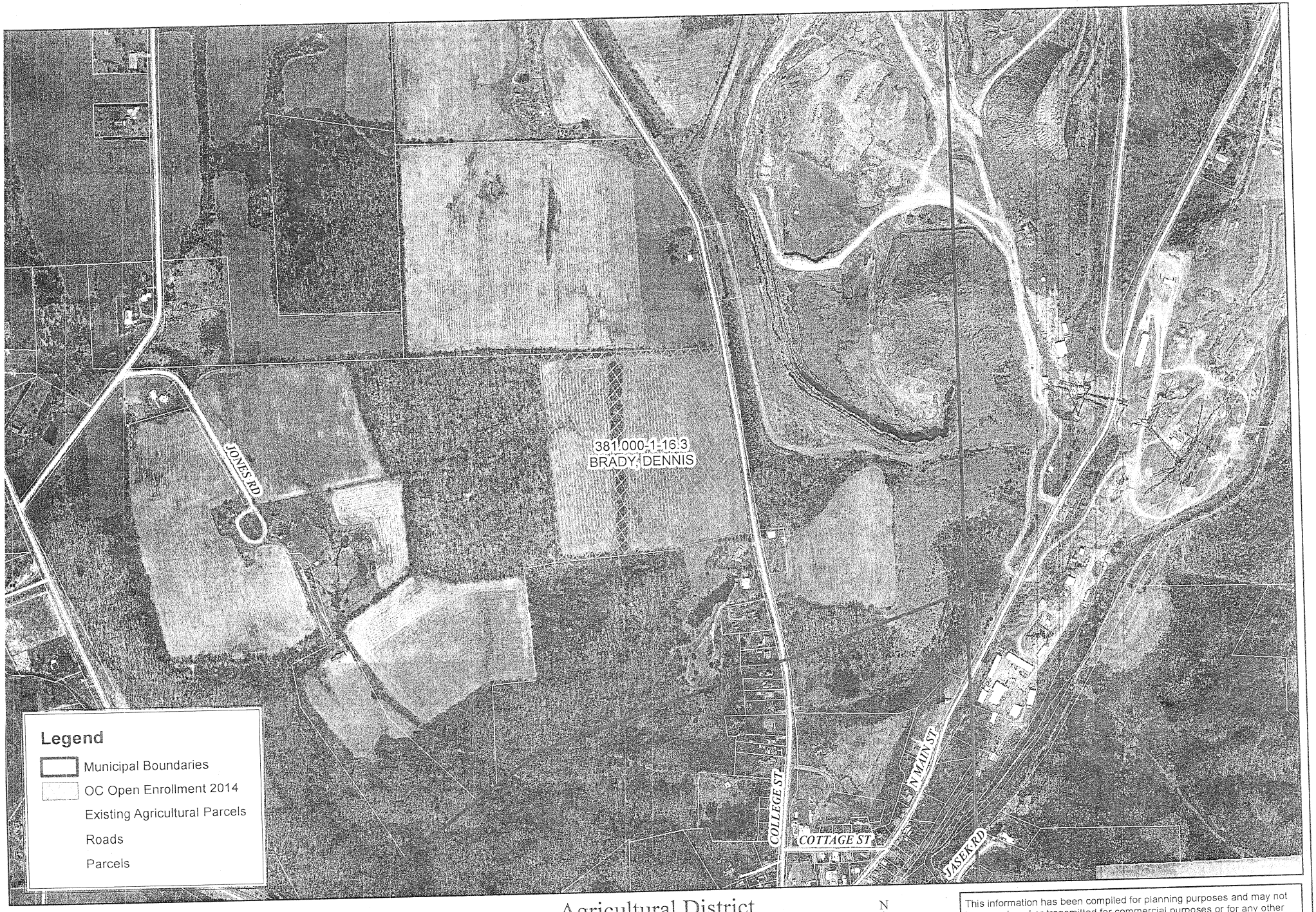

BRADY, DENNIS
Augusta
31.8 acres
Map 2 of 2

0 375 750 1,500
Feet

Scale: 1 inch = 750 feet

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Oneida County
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BRAY, RONALD
Paris

96.0 acres
Map 1 of 2

0 375 750 1,500
Feet

Scale: 1 inch = 750 feet

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Oneida County
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BRAY, RONALD
Paris
25.4 acres
Map 2 of 2

0 375 750 1,500
Feet

Scale: 1 inch = 750 feet

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Oneida County
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BRAYMAN, DUANE & CRYSTAL
Augusta
165.6 acres

0 400 800 1,600
Feet

Scale: 1 inch = 800 feet

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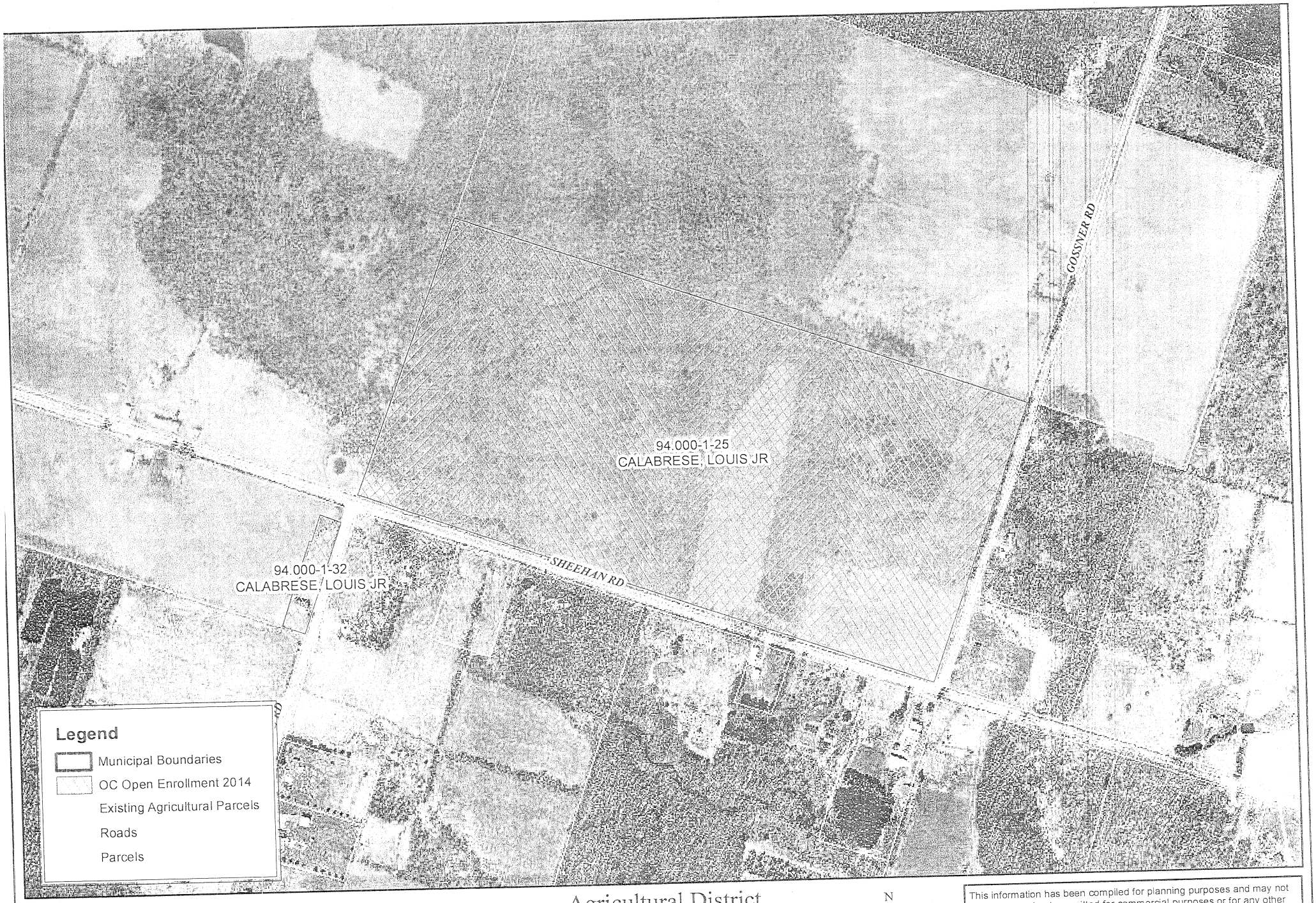

CALABRESE, LOUIS JR
Annsville
70.0 acres

0 250 500 1,000
Feet

Scale: 1 inch = 500 feet

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Oneida County
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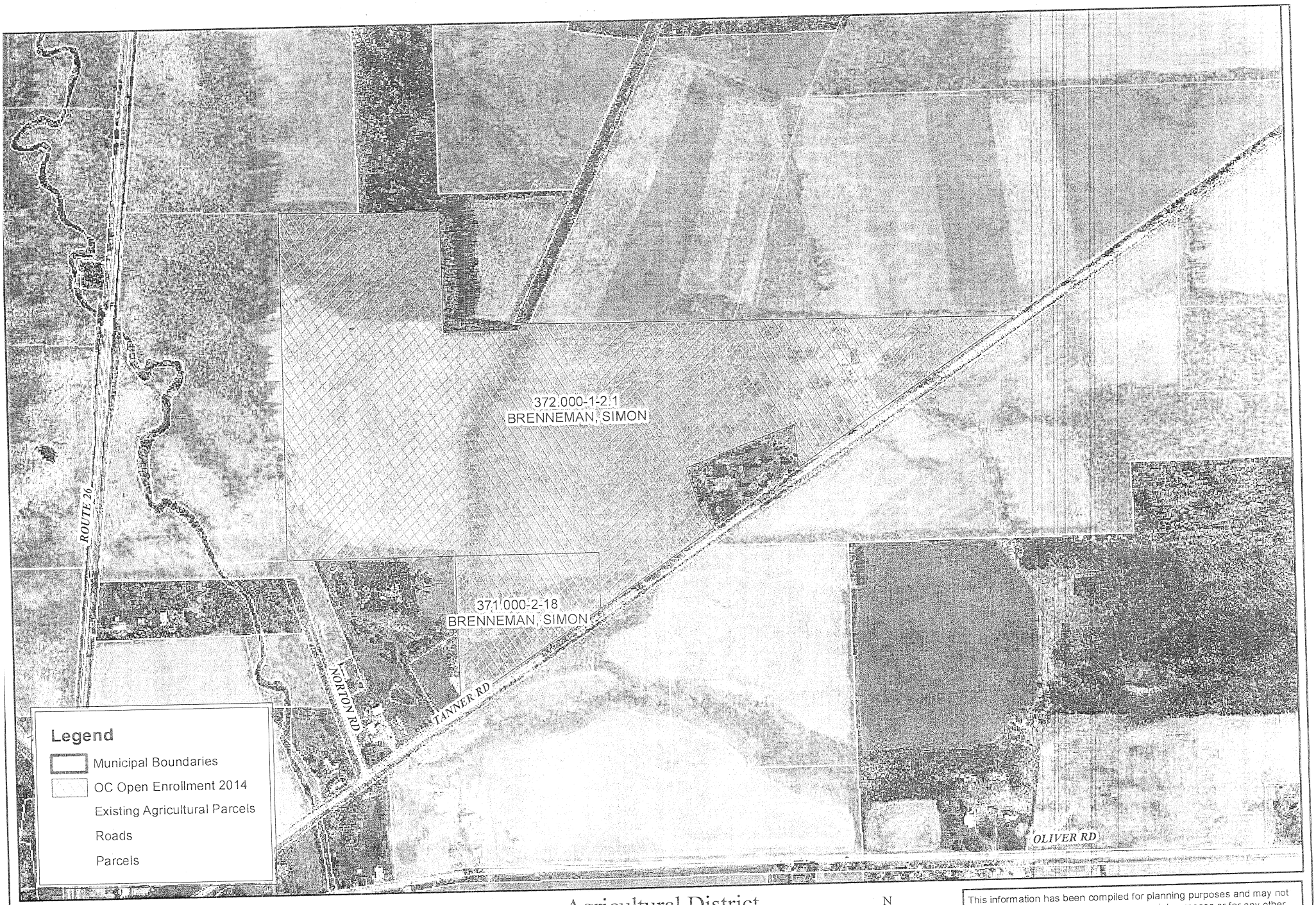

BRENNEMAN, SIMON
Augusta
61 acres

0 250 500 1,000
Feet

Scale: 1 inch = 500 feet

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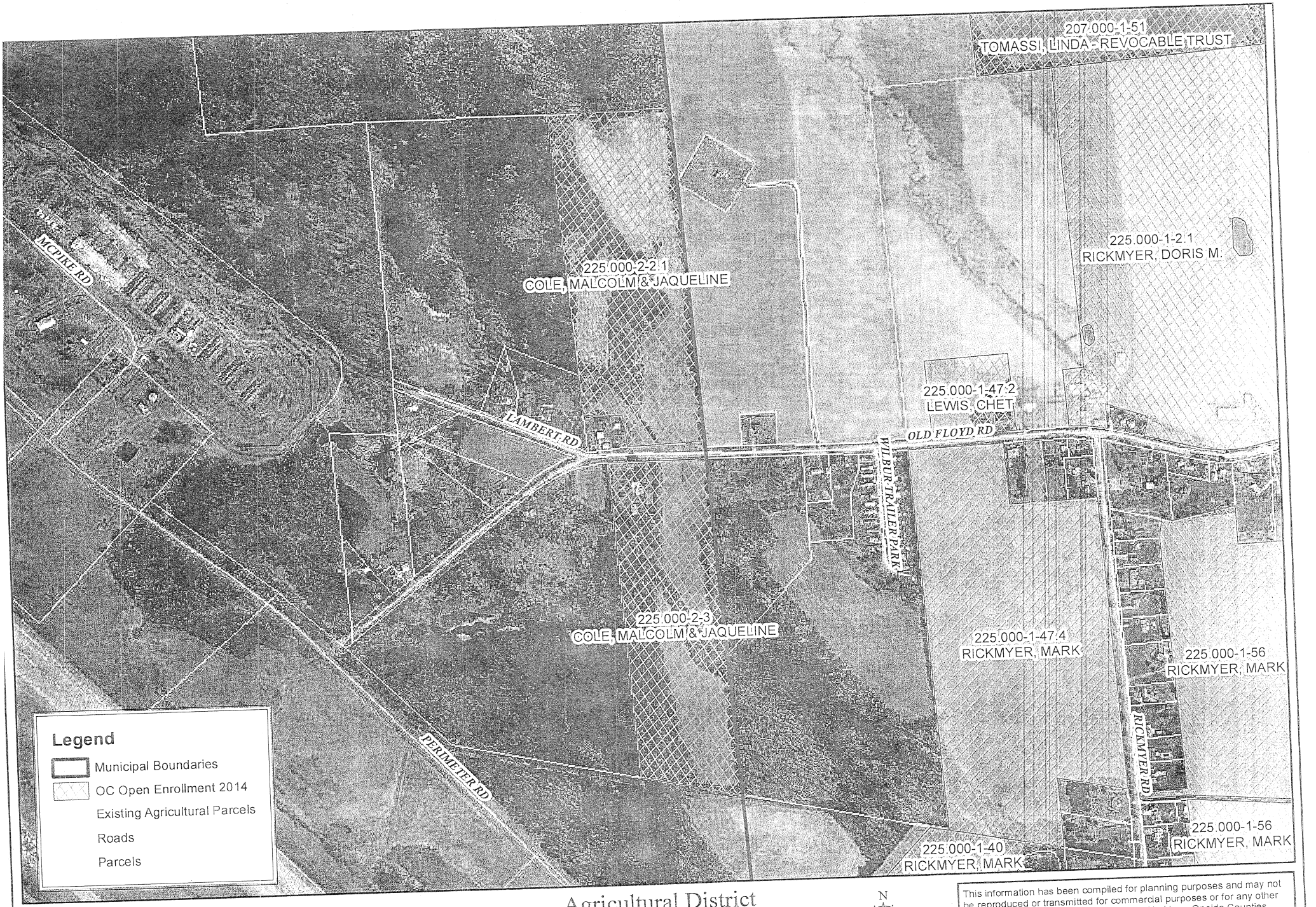

COLE, MALCOLM & JAQUELINE
Rome
54.6 acres

0 175 350 700
Feet

Scale: 1 inch = 700 feet

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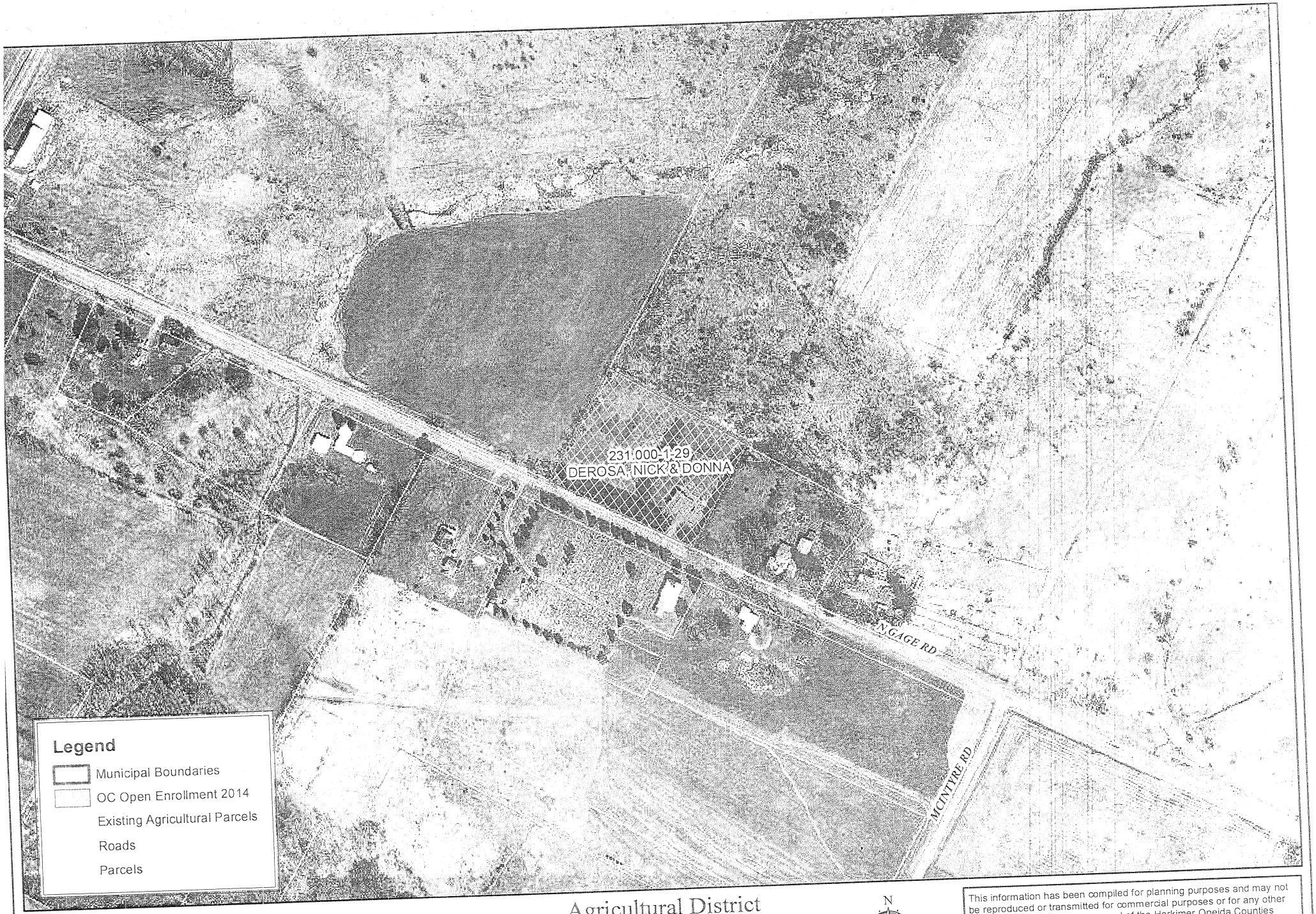

DEROSA, NICK & DONNA
Deerfield
2.7 acres

0 75 150 300
Feet

Scale: 1 inch = 300 feet

Agricultural District Open Enrollment

Oneida County
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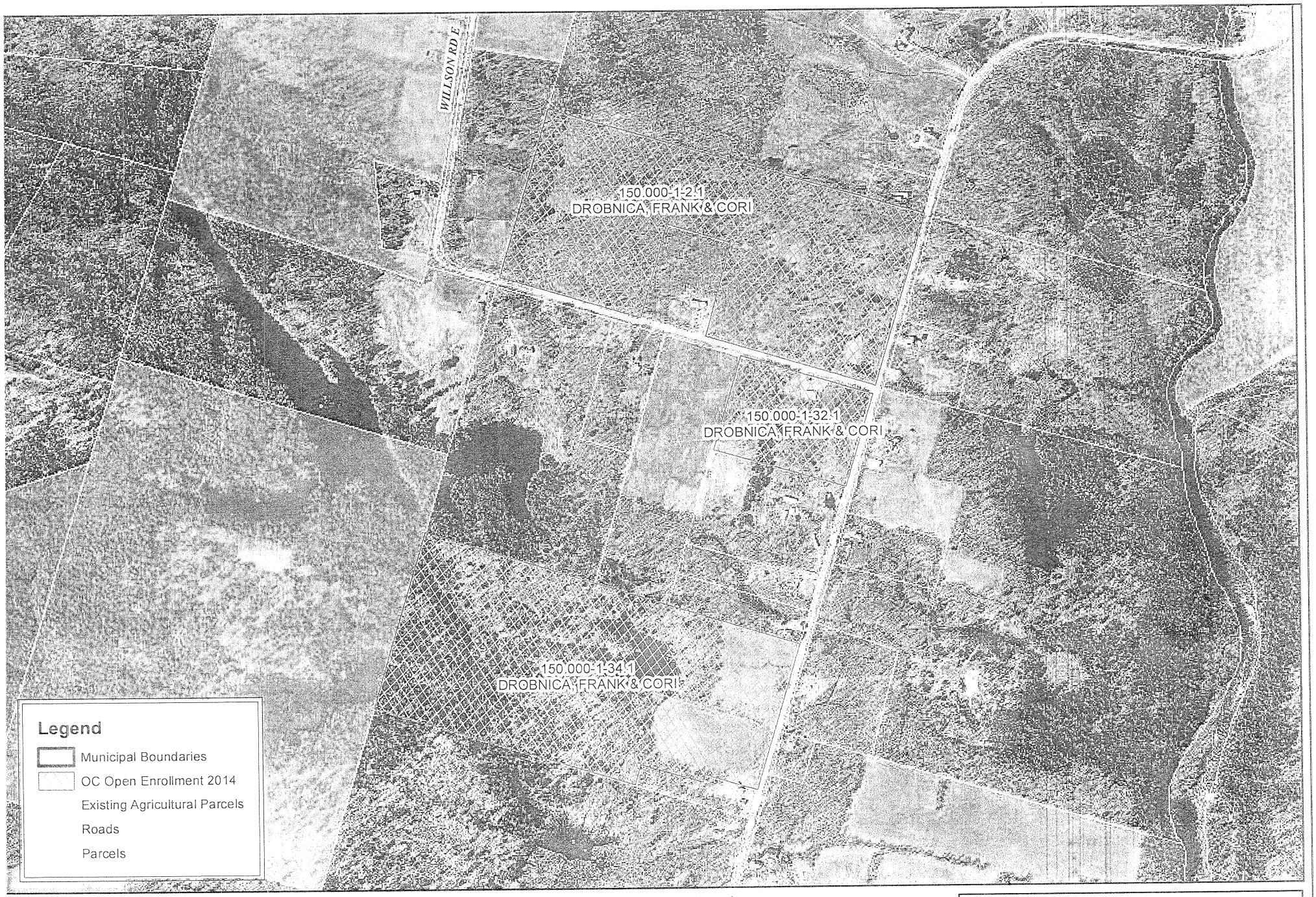

DROBNICA, FRANK & CORI
Annsville

106.1 acres

0 175 350 700
Feet

Scale: 1 inch = 700 feet

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DUTCH, RYAN
Ava
35.4 acres

0 125 250 500
Feet

Scale: 1 inch = 500 feet

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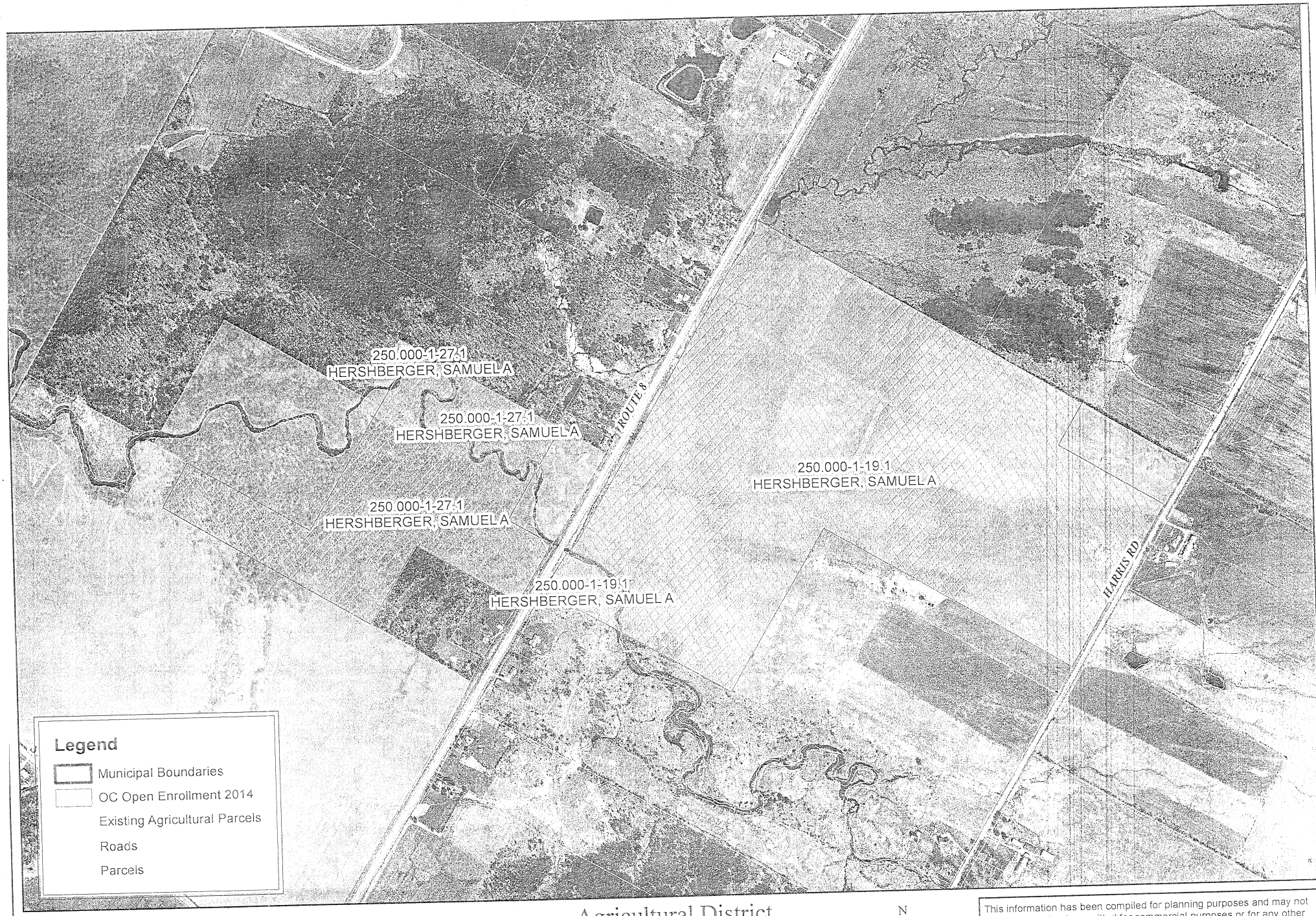

HERSHBERGER, SAMUEL A
Deerfield

189.0 acres

0 200 400 800
Feet

Scale: 1 inch = 800 feet

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HUTHER, RUSSELL & JOANN
Westmoreland
10.2 acres

0 75 150 300
Feet

Scale: 1 inch = 300 feet

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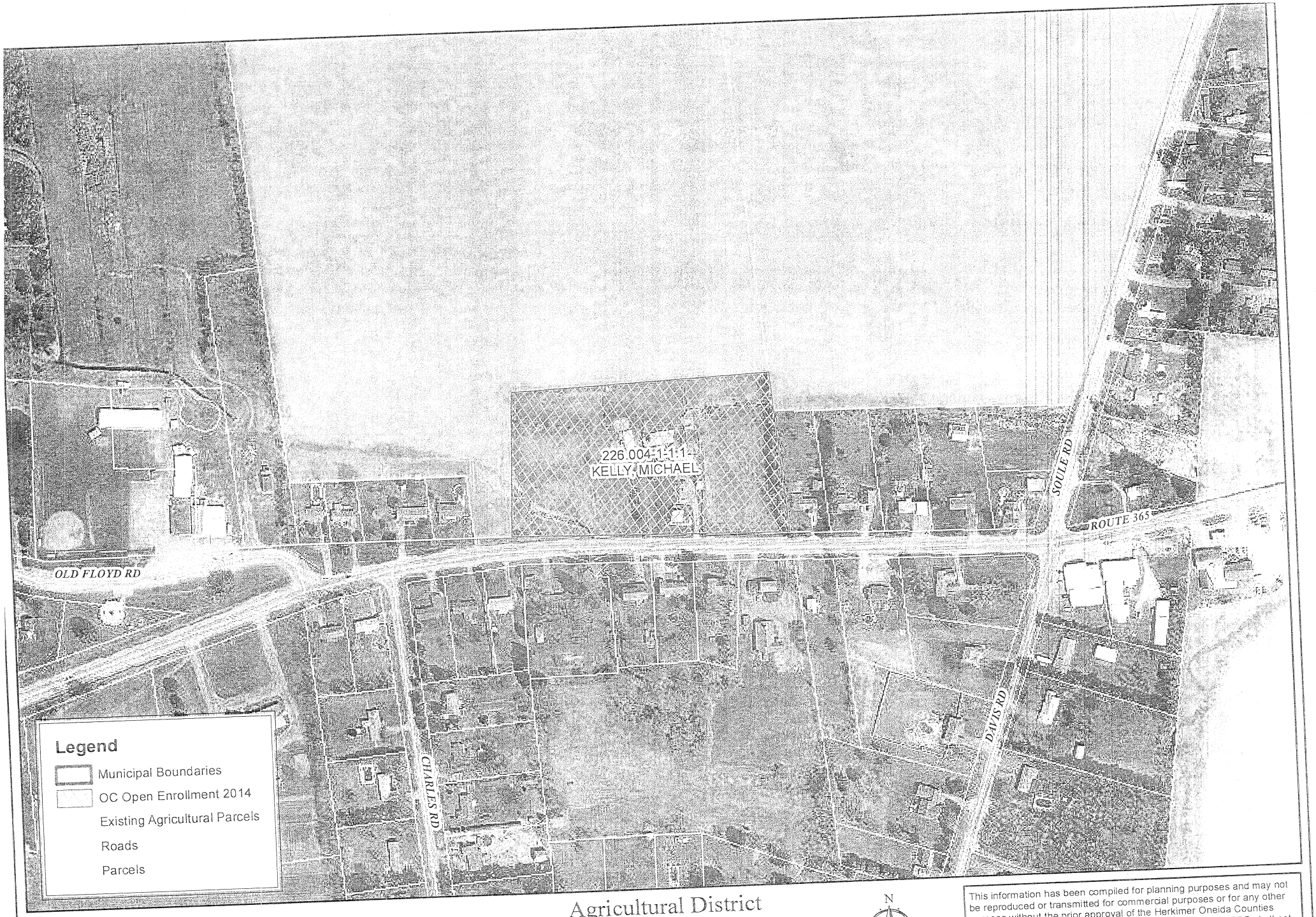

KELLY, MICHAEL
Floyd
5.7 acres

0 75 150 300
Feet

Scale: 1 inch = 300 feet

Agricultural District Open Enrollment

Oneida County
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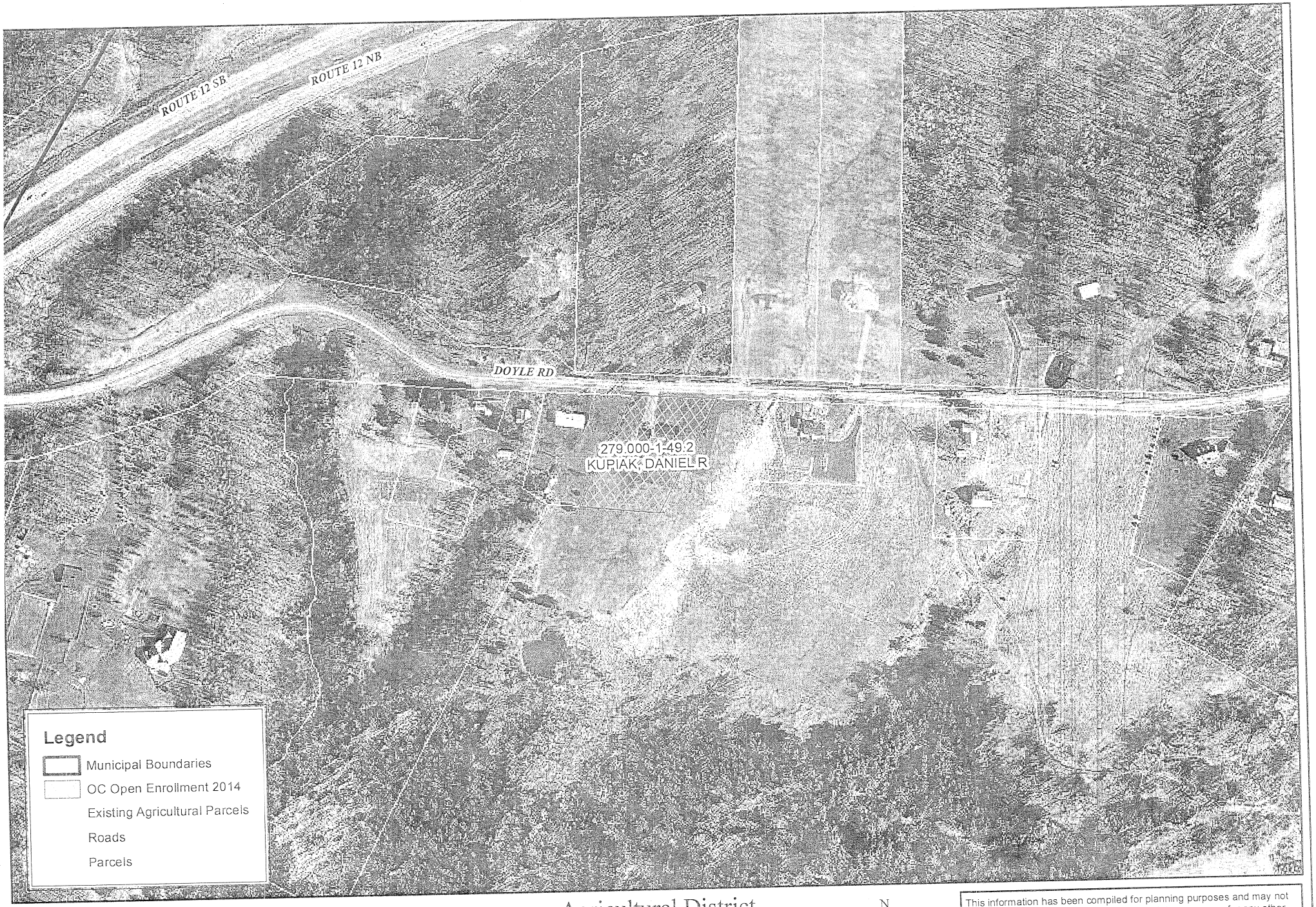

KUPIAK, DANIEL R
Deerfield
1.3 acres

0 75 150 300
Feet

Scale: 1 inch = 300 feet

Agricultural District Open Enrollment

Oneida County
2014

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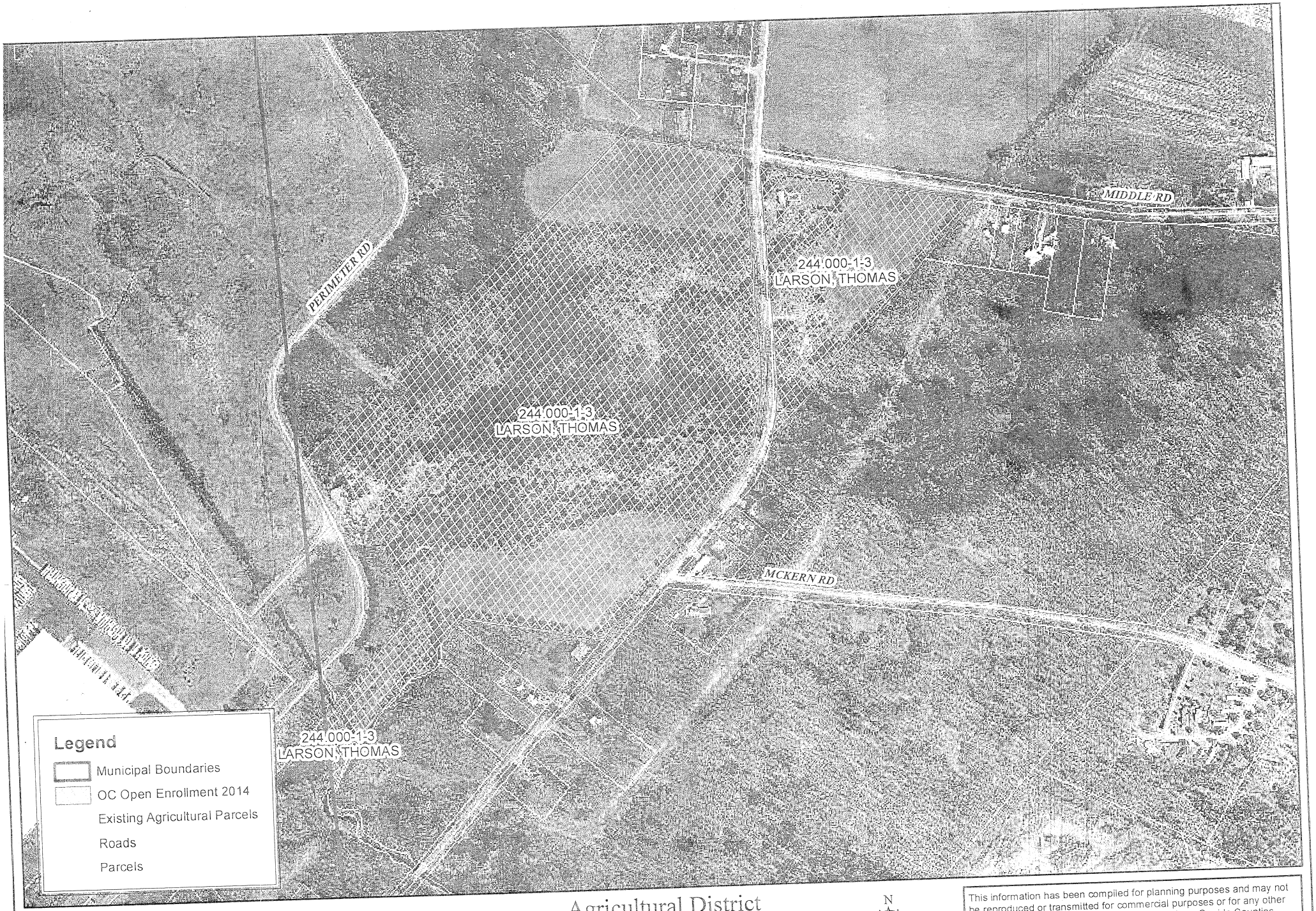

LARSON, THOMAS
Floyd
68.4 acres

0 125 250 500
Feet

Scale: 1 inch = 500 feet

Agricultural District Open Enrollment

Oneida County
2014

N
W E
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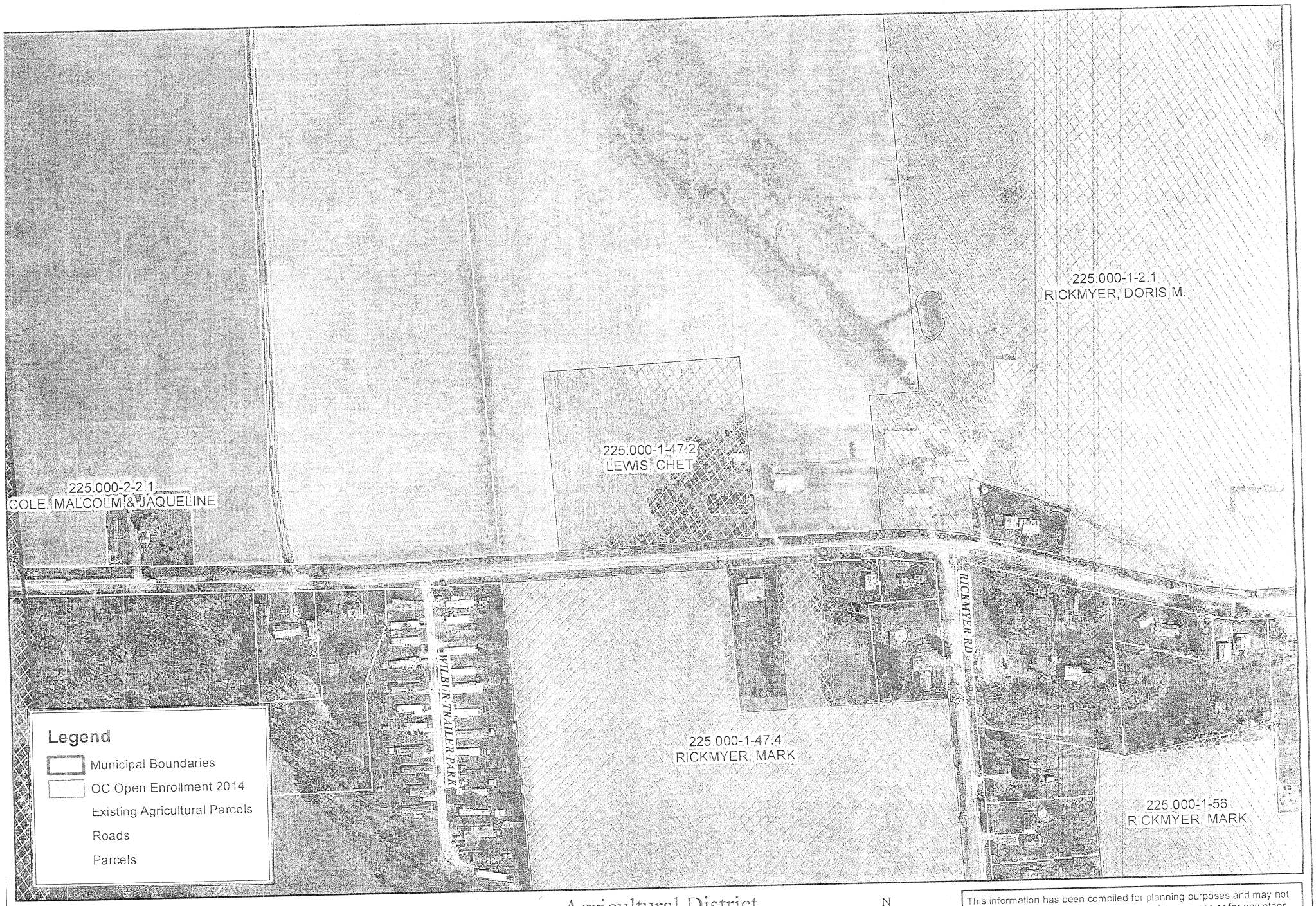

LEWIS, CHET
Floyd
5.0 acres

0 75 150 300
Feet

Scale: 1 inch = 300 feet

Agricultural District Open Enrollment

Oneida County
2014

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W E
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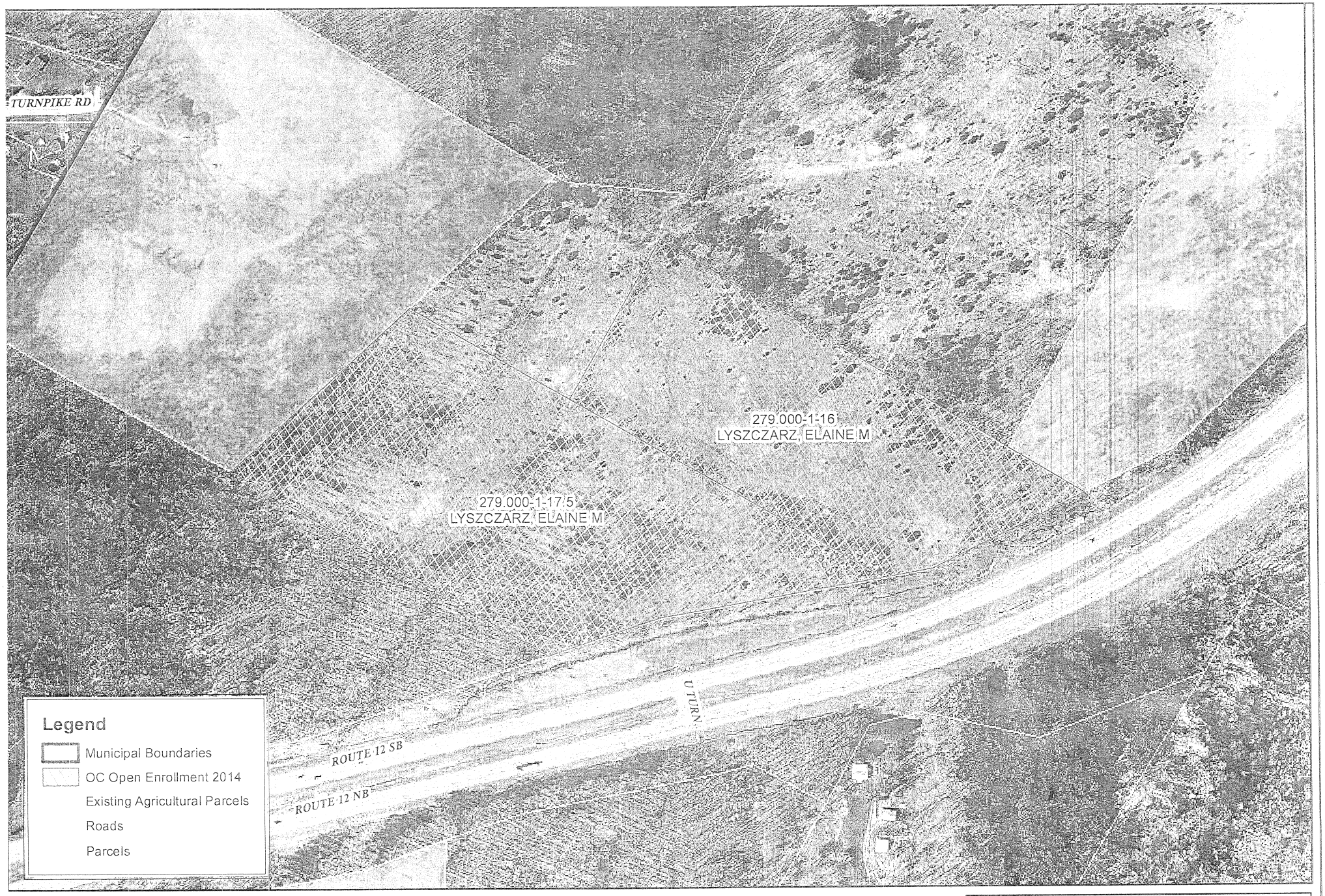

LYSZCZARZ, ELAINE M
Deerfield
24.4 acres

0 75 150 300
Feet

Scale: 1 inch = 300 feet

Agricultural District Open Enrollment

Oneida County
2014

N
W E
S

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MILLER, YOST
Augusta
228.5 acres

0 312.5 625 1,250
Feet

Scale: 1 inch = 1250 feet

Agricultural District Open Enrollment

Oneida County
2014

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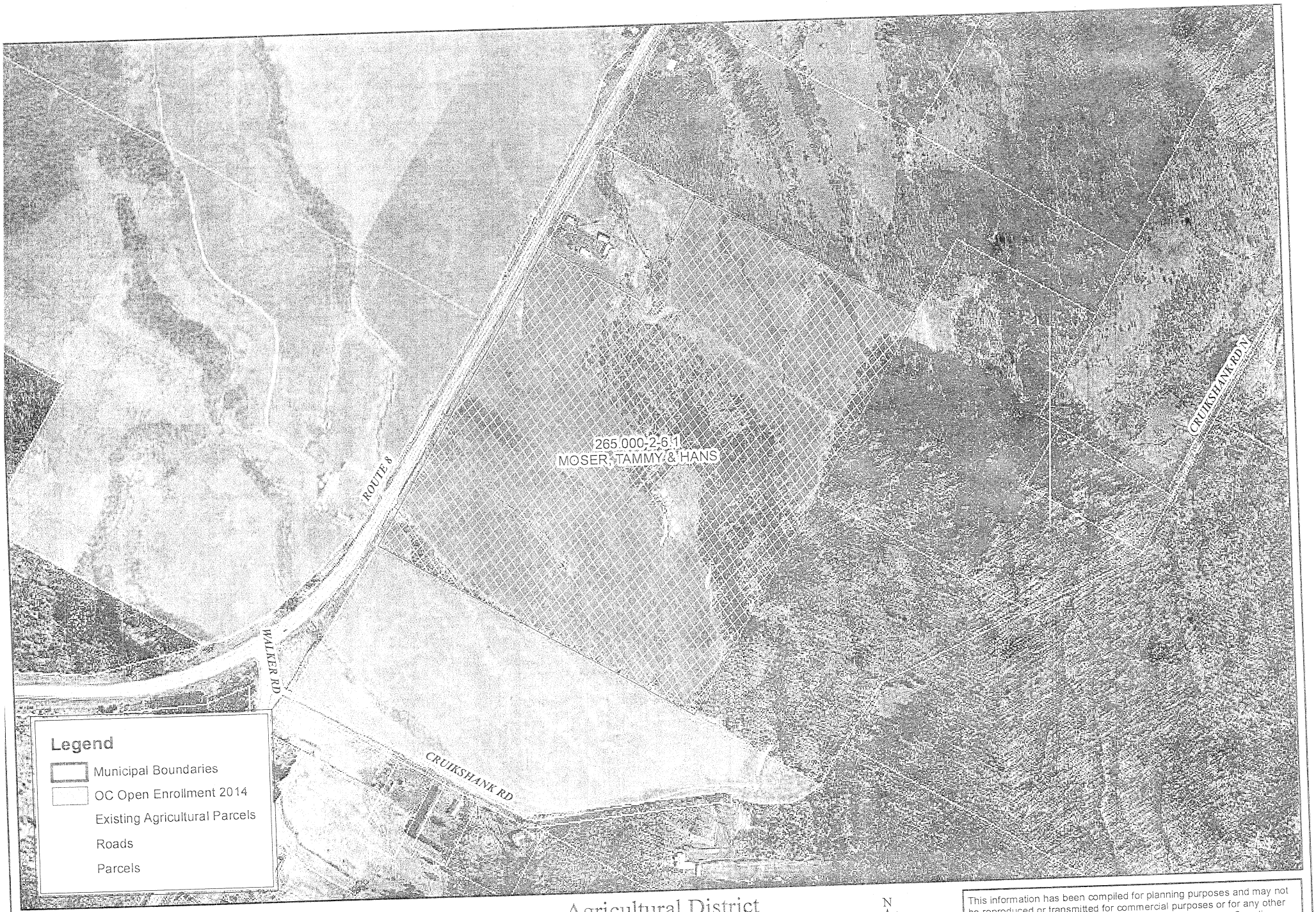

MOSER, TAMMY & HANS
Deerfield
84.1 acres

0 150 300 600
Feet

Scale: 1 inch = 600 feet

Agricultural District Open Enrollment

Oneida County
2014

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RICKMYER, DORIS M.
Floyd

104.1 acres

0 125 250 500
Feet

Scale: 1 inch = 500 feet

Agricultural District Open Enrollment

Oneida County
2014

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RICKMYER, MARK
Floyd

189.3 acres

0 250 500 1,000
Feet

Scale: 1 inch = 1000 feet

Agricultural District Open Enrollment

Oneida County

2014

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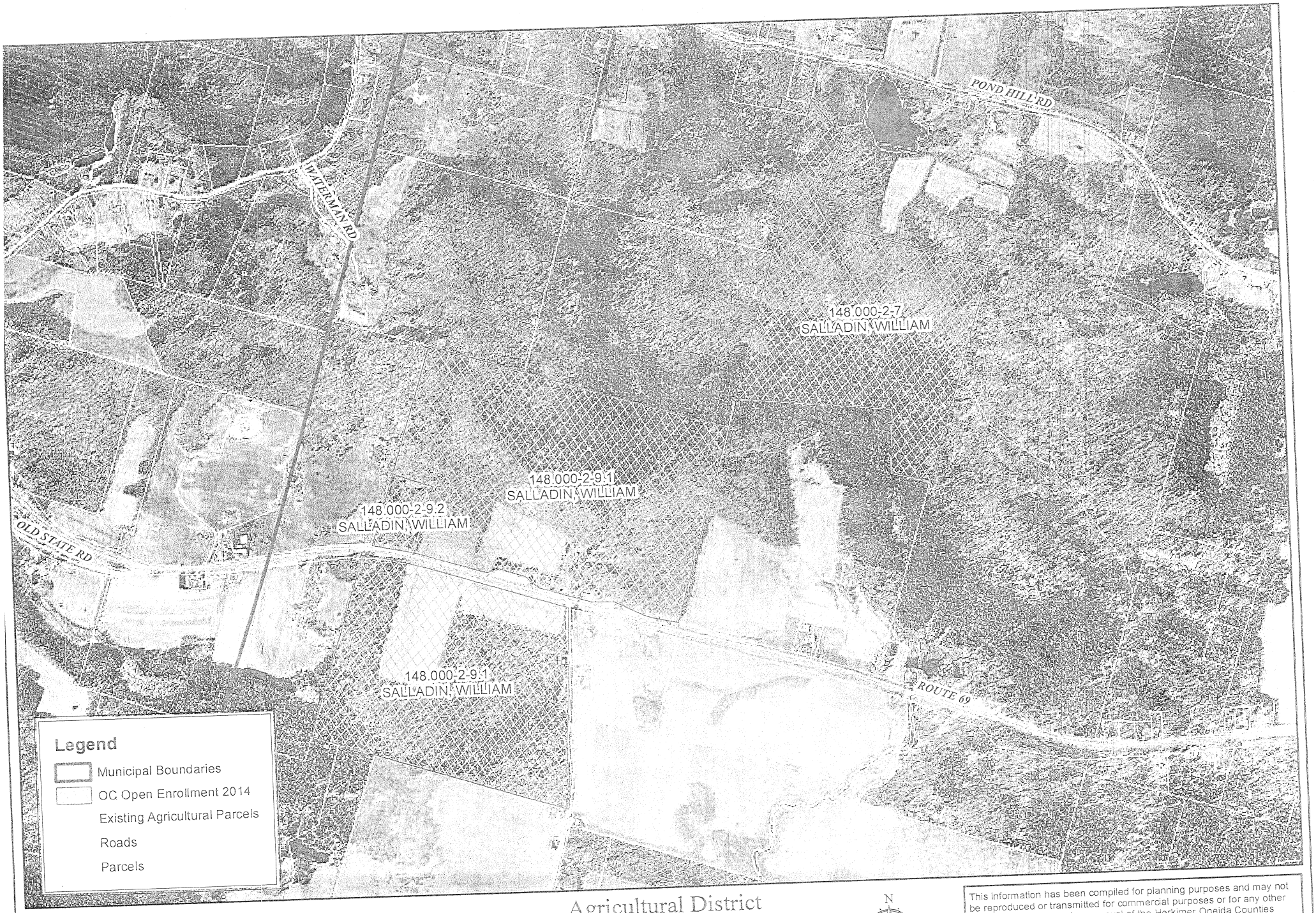

SALLADIN, WILLIAM
Annsville
370.9 acres

0 312.5 625 1,250
Feet

Scale: 1 inch = 1250 feet

Agricultural District Open Enrollment

Oneida County
2014

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SCALZO, JOHN
Paris

90.3 acres

0 200 400 800
Feet

Scale: 1 inch = 800 feet

Agricultural District Open Enrollment

Oneida County
2014

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SCALZO, JOSEPH
Paris

196.8 acres

0 200 400 800
Feet

Scale: 1 inch = 800 feet

Agricultural District Open Enrollment

Oneida County
2014

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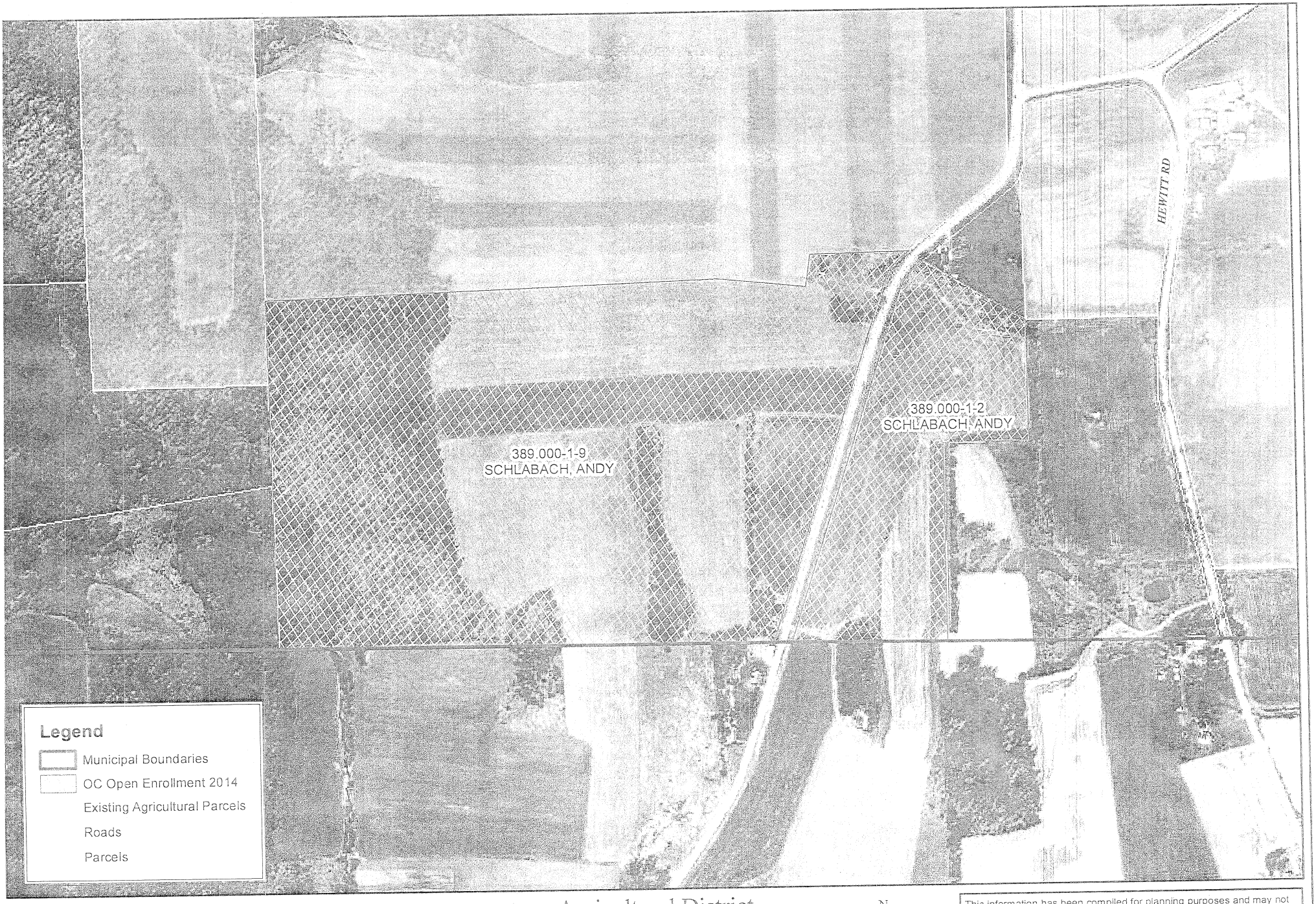

SCHLABACH, ANDY
Augusta
93.8 acres

0 125 250 500
Feet

Scale: 1 inch = 500 feet

Agricultural District Open Enrollment

Oneida County
2014

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SCHWARTZ, JOHN Y
Augusta

119.7 acres

0 150 300 600
Feet

Scale: 1 inch = 600 feet

Agricultural District Open Enrollment

Oneida County

2014

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SHETLER, RUDY H
Augustà

94.9 acres

0 150 300 600
Feet

Scale: 1 inch = 600 feet

Agricultural District Open Enrollment

Oneida County
2014

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SLIFKA, JOHN & JOSIE
Floyd
84.0 acres
Map 1 of 2

0 250 500 1,000
Feet

Scale: 1 inch = 1000 feet

Agricultural District Open Enrollment

Oneida County
2014

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SLIFKA, JOHN & JOSIE
Floyd
87.5 acres
Map 2 of 2

0 250 500 1,000
Feet

Scale: 1 inch = 1000 feet

Agricultural District Open Enrollment

Oneida County
2014

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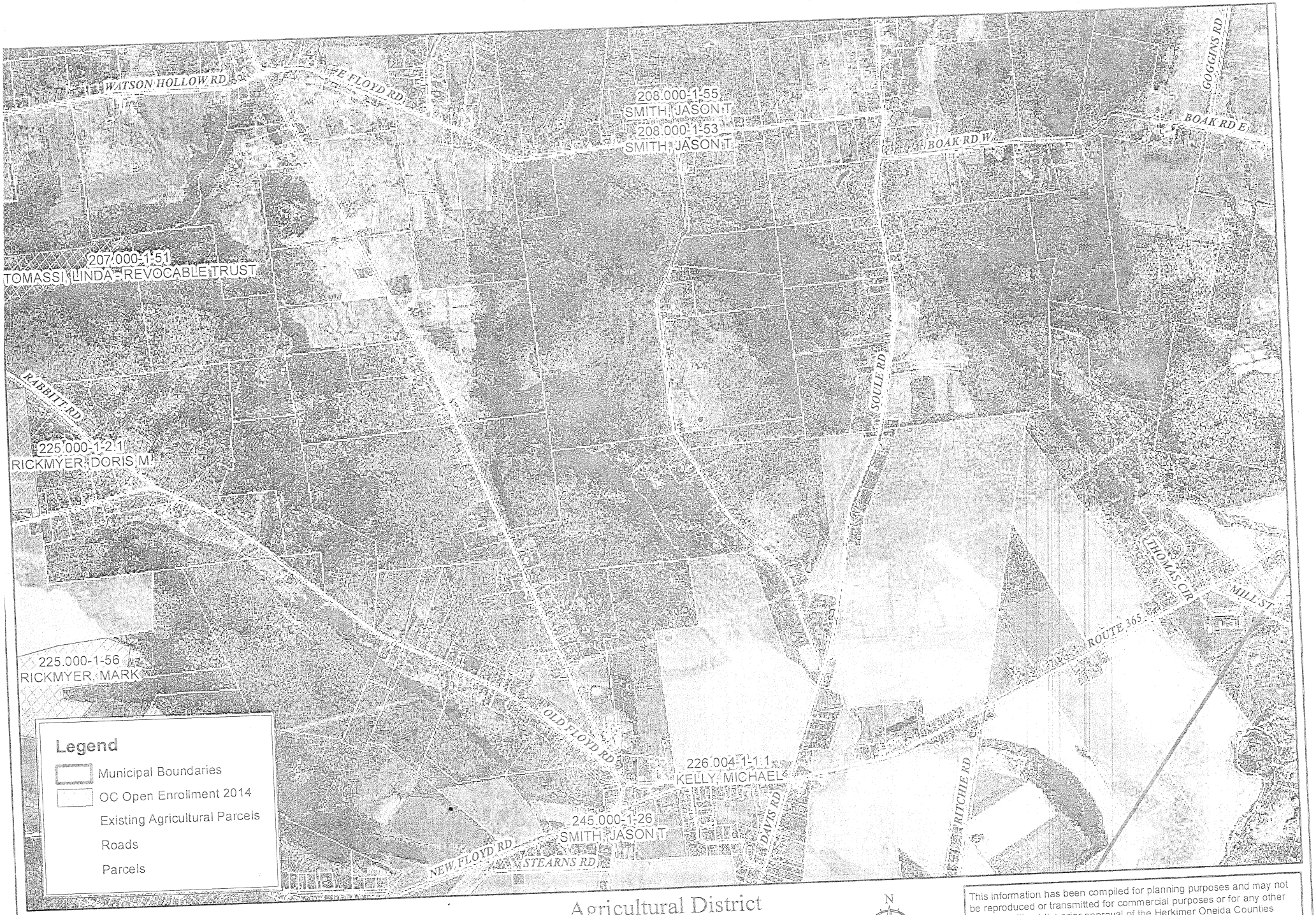

SMITH, JASON T
Floyd

5.1 acres

0 500 1,000 2,000
Feet

Scale: 1 inch = 2000 feet

Agricultural District Open Enrollment

Oneida County

2014

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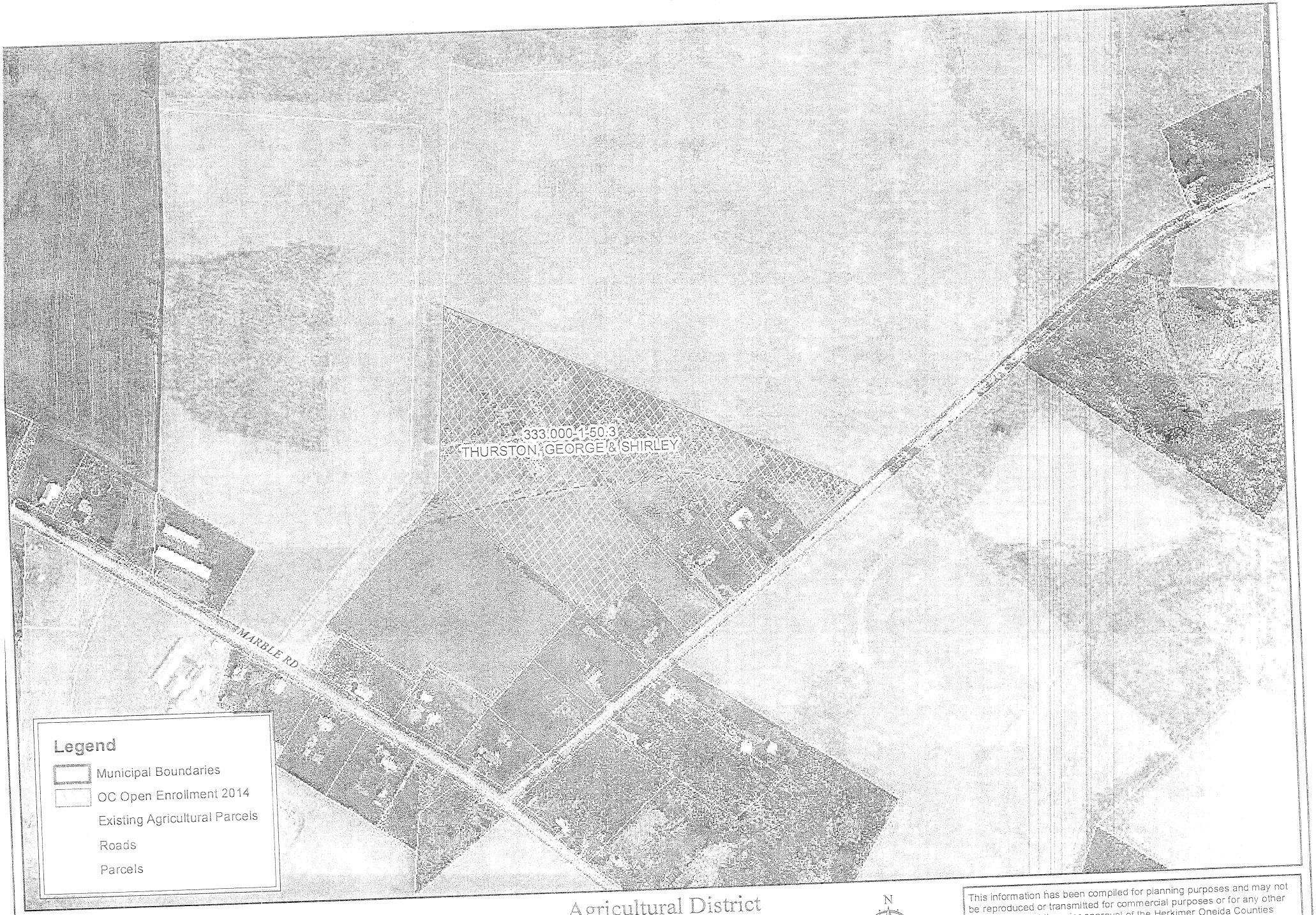

THURSTON, GEORGE & SHIRLEY
Vernon

14.2 acres

0 100 200 400
Feet

Scale: 1 inch = 400 feet

Agricultural District Open Enrollment

Oneida County
2014

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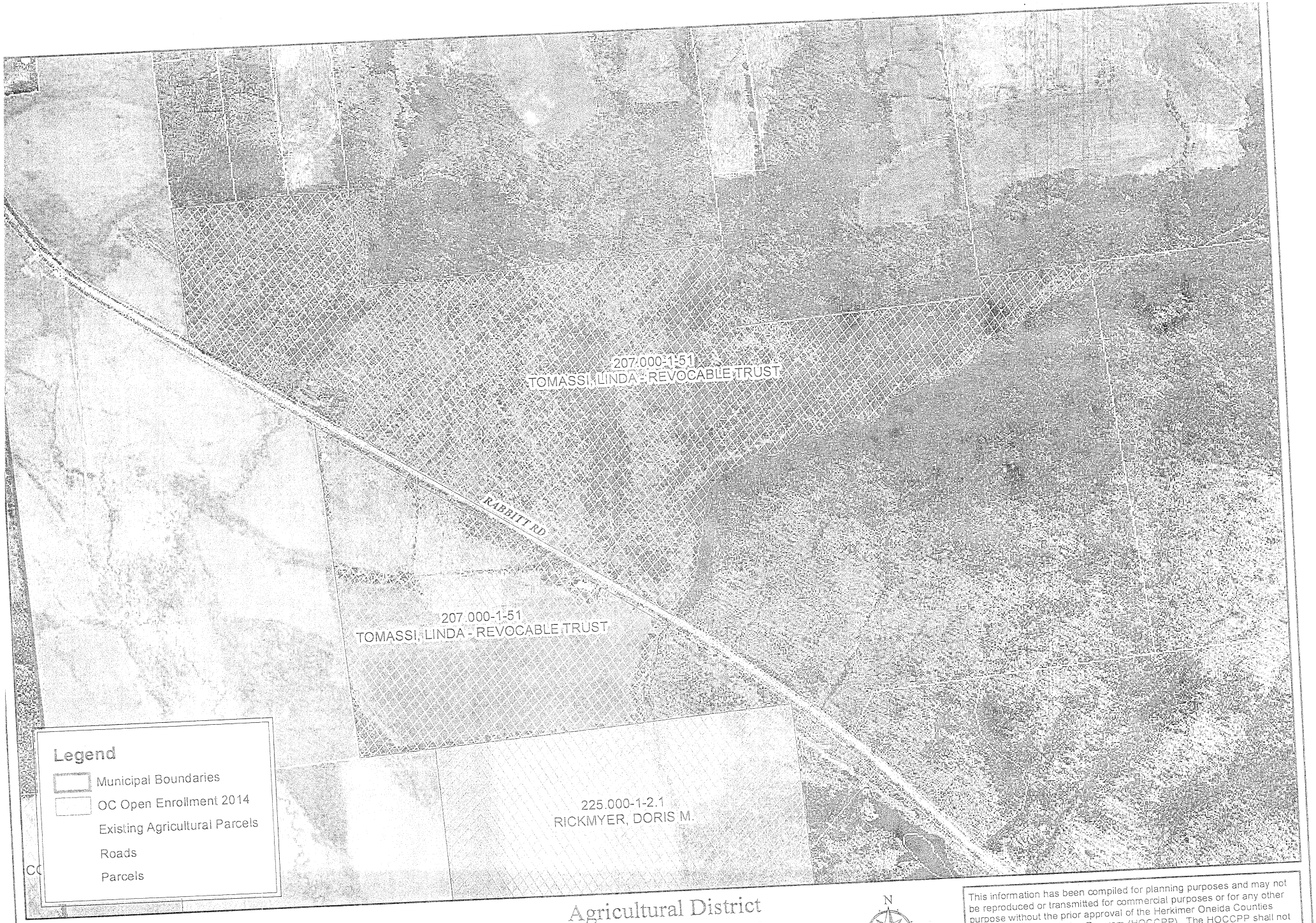

TOMASSI, LINDA - REVOCABLE TRUST
Floyd

172.2 acres

0 175 350 700
Feet

Scale: 1 inch = 700 feet

Agricultural District Open Enrollment

Oneida County
2014

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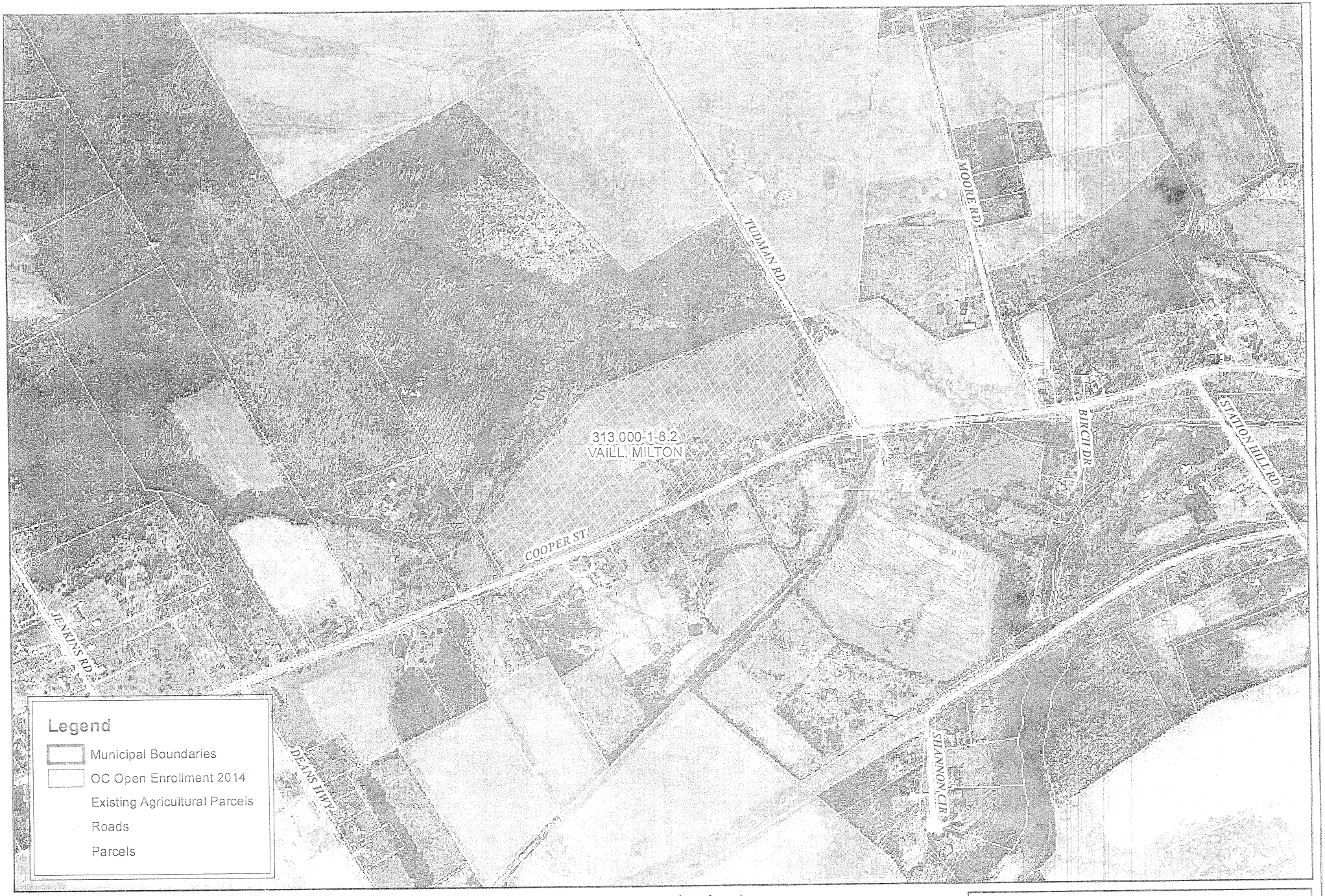

VAILL, MILTON
Westmoreland
31.5 acres

0 175 350 700
Feet

Scale: 1 inch = 700 feet

Agricultural District
Open Enrollment
Oneida County
2014

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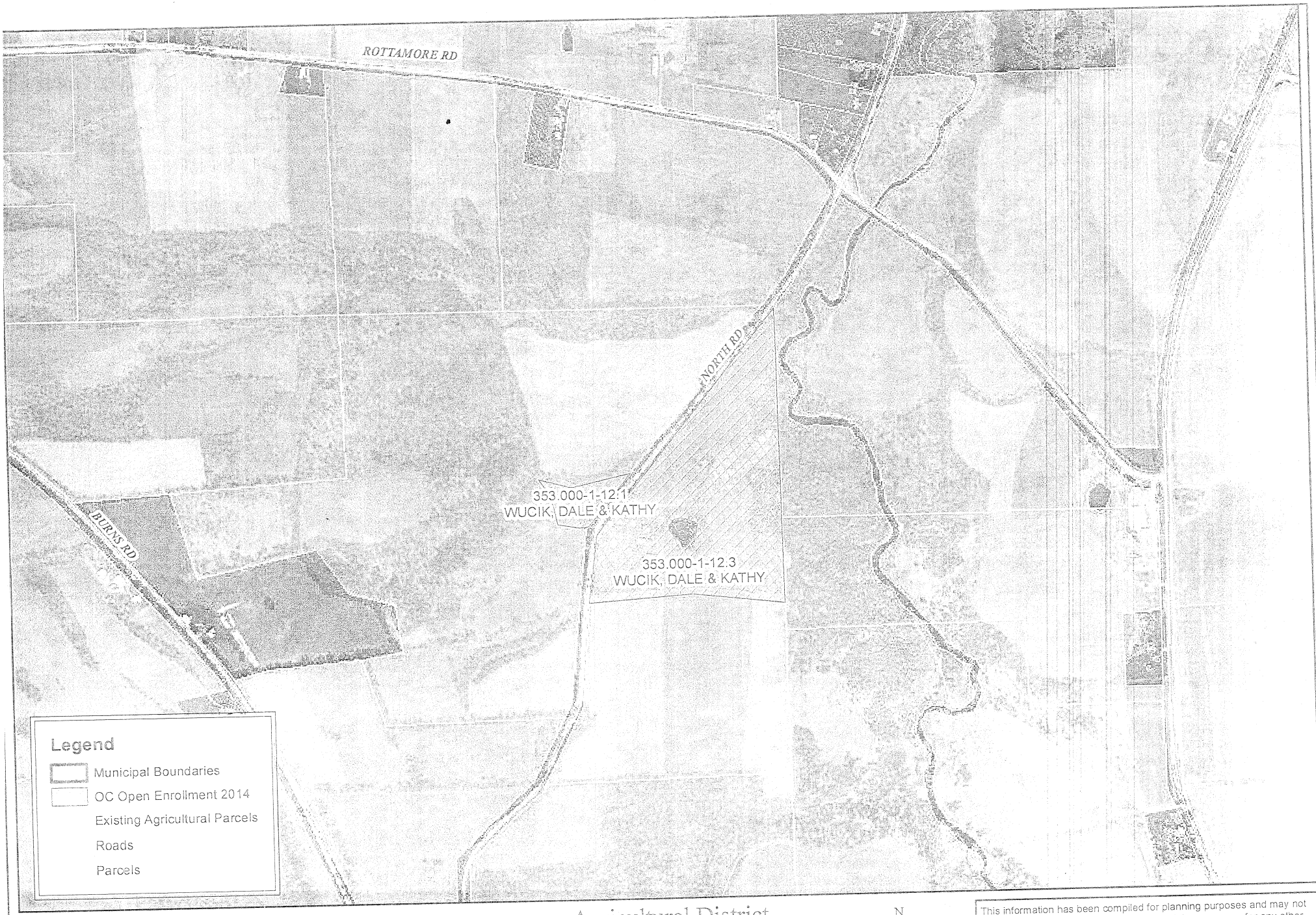

WUCIK, DALE & KATHY
Augusta
25.7 acres

0 175 350 700
Feet

Scale: 1 inch = 700 feet

Agricultural District Open Enrollment
Oneida County
2014

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Anthony J. Picente, Jr
County Executive

John P. Talerico
Commissioner

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

April 3, 2014

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

FN 20 14-139
ECONOMIC DEVELOPMENT & TOURISM
WAYS & MEANS

Reviewed and Approved for submittal to the Oneida County Board of Legislators by
Anthony J. Picente, Jr.
County Executive
Date 4/4/14

Dear County Executive Picente:

Attached for your review and approval is correspondence from Kimberly Evans-Dame, Executive Director of Human Resources at Mohawk Valley Community College, requesting the addition of Supervising Public Safety Officer (the Public Safety Officer series is formerly the Campus Security Officer series), to Oneida County's Classification Plan. I have reviewed her request and have determined the appropriate title and classification for this position is Supervising Public Safety Officer Competitive Class. Also attached is the job description which outlines the responsibilities and duties for this position.

This position exists only at Mohawk Valley Community College, but will be included in the United Public Service Employee (UPSEU) Blue Collar Unit. Therefore, Oneida County Board of Legislator approval is required. I am recommending the salary be set at Grade 29W Step 1 @ $38,563.

If you concur, I respectfully request that this recommendation be forwarded to the Board of Legislators for their consideration.

Sincerely,

John P. Talerico
Commissioner of Personnel

RECEIVED
APR - 5 2014

Attachment

Cc: Kimberly Evans-Dame, Executive Director of Human Resources

Mohawk Valley Community College
1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Human Resources
315-792-5496
Fax 315-731-5858

Received
ONEIDA COUNTY
MAR 26 2014
PERSONNEL DEPARTMENT

March 24, 2014

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

Dear Commissioner Talerico,

The College requests that the Civil Service title of Supervising Public Safety Officer in the UPSEU Blue Collar Unit be classified in Pay Grade 29.

Thank you for your consideration in this matter.

Sincerely,

Kimberly Evans-Dame
Executive Director of Human Resources

Civil Division:	Oneida County Government
Jurisdictional Class:	Competitive
EEO Category:	Protective Service
Adopted:	03/17/14

SUPERVISING PUBLIC SAFETY OFFICER

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for supervising the implementation and maintenance of a campus public safety/security program in order to provide for the protection and safety of persons and property on the campus of Mohawk Valley Community College. The incumbent is responsible for the supervision of public safety, traffic and property access control, fire and crime prevention and investigation, documentation and reporting of all incidents and relevant conclusions. The Supervising Public Safety Officer enforces the Laws of the State of New York by virtue of the designation of peace officer by the Mohawk Valley Community College Board of Trustees and may be authorized by the Mohawk Valley Community College President to possess and carry a firearm as part of on duty employment. Work is performed under the administrative supervision of the Executive Director of Public Safety and Emergency Management with considerable latitude allowed for the exercise of independent judgment in carrying out assignments. Direct supervision is exercised over Senior Public Safety Officers and Public Safety Officers. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Schedules, assigns and posts Public Safety shift/squad staff assignments in order to effectively and efficiently utilize staff and insure adequate public safety coverage;

Prepares shift/squad rosters in response to campus public safety demands;

Receives, reviews and responds to shift/squad staff requests for leave;

Briefs shift/squad on current assignments, public safety concerns and changes to policy and procedure;

Observes shift/squad public safety staff to assess performance in accordance with law enforcement techniques, acknowledges level of performance, offers support and suggestions to improve performance and correct deficiencies, and prepares performance evaluations;

Documents and recommends disciplinary action of shift/squad staff to Executive Director;

Inspects public safety staff and equipment to ensure compliance to public safety standards, policies and procedures;

Reviews squad/shift reports to ensure accuracy and compliance with standards;

continued...

TYPICAL WORK ACTIVITIES: (Illustrative only) continued:

Provides and/or ensures for the training of squad/shift public safety staff;
Prepares weekly report of shift/squad activities;
Makes regularly scheduled fire inspections of buildings and fire extinguishers;
Maintains campus incident and crime and safety records; develops related reports for the college, state university system and federal, state and local governments as required;
Works with campus groups and employees on such programs as self-protection, escort services, student patrols and the prevention of crime on campus;
Identifies problem areas and suggests changes in lighting, shrubbery or concealed areas;
Is responsible for the security of campus buildings and facilities when not in use, secures and checks all doors, windows and entrances to building to be sure that they are secure;
Assures that all doors and entrances are unlocked for daily activities and classes;
Controls and directs traffic on campus or campus related roads, grounds and parking areas;
Issues parking violation tickets;
Investigates motor vehicle accidents that occur on campus or campus related property;
Provides assistance to motorists with lock-outs, dead batteries and other vehicular problems;
Gives directions and information to students and visitors;
Keeps order at public gatherings and special campus events;
Coordinates with Student Affairs to enforce college's student conduct and disciplinary procedures;
Contacts snow removal contractor/grounds crew when necessary;
Works closely with outside law enforcement agencies to coordinate investigative activities that lead off campus or may come on to campus;
Operates a motor vehicle on and off campus to extension sites and governmental agencies to carry out essential job functions;
Other duties as assigned by the Executive Director of Public Safety and Emergency Management.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of the practices and procedures required to insure maintenance of order and security of buildings, grounds and equipment; thorough knowledge of

continued...

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

computerized security and energy management systems relating to campus environment; thorough knowledge of procedures relating to traffic, crowd control, property access control, and fire and crime prevention; good knowledge of first aide measures; good knowledge of agency policies and regulations regarding the maintenance of a public safety model of operation; good knowledge of basic investigative and documentation techniques; working knowledge of law enforcement procedures, relative laws, codes and regulations and legal problems and procedures pertaining to campus security and public safety; ability to supervise a shift/squad; ability to organize and maintain a security program for a campus environment; ability to write thorough and comprehensive accident and investigative reports; ability to maintain and promote harmonious relations between security personnel and students, employees and the general public; ability to conduct interviews and establish rapport with others in order to facilitate the gathering of information; ability to understand and carry out complex oral and written directions; ability to communicate effectively with others; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Promotion:
Twenty-four (24) months full-time, permanent competitive status as Senior Public Safety Officer.

Open Competitive: Either:

(A) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with an associate's degree **OR** completion of sixty (60) semester credit hours* **AND** two (2) years supervisory work experience*, or its part time equivalent, as a police officer, peace officer, or in military service; **OR**

(B) Graduation from high school or possession of a high school equivalency diploma **AND** four (4) years of supervisory work experience*, or its part time equivalent, as a police officer, peace officer, or in military service.

*Possession of a Phase 1 Police Officer certificate from an approved Municipal Police Training Council Training Program may be substituted for **EITHER** thirty (30) semester credit hours required under (A) **OR** for one (1) year of the work experience required under (A) or (B).

continued...

SPECIAL REQUIREMENT:

1. Applicant must be twenty-one (21) years old at time of appointment.
2. When required to operate a motor vehicle, incumbent must possess a valid New York State CDL or Non-CDL, including any special endorsements, as required for the type of vehicle being operated. License must be maintained throughout required vehicle operation.

NOTE: Candidates must successfully complete an approved Municipal Police Training Council Training Program for Peace Officer as described in Section 2.30 of Criminal Procedure Law and candidates must be eligible to obtain a Firearms License pursuant to Section 400 of New York State Penal Law. Candidates must continue to meet qualifications and recertification requirements as prescribed by the State for Peace Officers as a condition of continued employment.

Adopted: 03/17/14

Anthony J. Picente Jr.
County Executive

Anne B. Hartman
Director

ONEIDA COUNTY DEPARTMENT OF CENTRAL SERVICES

Oneida County Office Building ◆ 800 Park Avenue ◆ Utica, New York 13501
(315) 798-5905 ◆ Fax: (315) 797-3047 ◆ Email: helpdesk@ocgov.net

March 7, 2014

FN 20 14-140

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

GOVERNMENT OPERATIONS

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS Date 3-14-14

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

Subject: Contract Amendment Recommendation – Northland Communications MPLS

Dear Mr. Picente:

In the August 2010, Oneida County established a Master Contract with Northland Communications to provide Multi-Protocol Label Switching (MPLS) network connections to Oneida County facilities on West Dominick Street and Griffiss Airport in Rome. In July 2012, the Master Contract was modified to add MPLS service for Child Advocacy Center (CAC), 930 York Street and Women's Infants and Children (WIC), 617 South Street, Utica. Then, 2013, we modified the contract twice. First to to have MPLS installed at 120 Airline Street, Oriskany and Union Station then later in the year to add MPLS connections at 6000 Airport Road, Oriskany and 185 Genesee Street, Utica. Oneida County selected an MPLS solution because:

- It is a modern network solution that handles data efficiently
- It offers a guaranteed connection covered by a Service Level Agreement
- Northland monitors the MPLS connection 24x7 from their Network Operations Center (NOC) so that they can immediately and proactively respond should a connection fail
- It's easy to use and simplifies maintenance – non-County Office Building (COB) users log on to the network, work and print as if they were physically located inside the COB; Network Administrators can more easily address network issues, perform backups and assist users remotely over an MPLS connection

At the time the MPLS Master Contract was put into place in 2010, it was agreed that incremental additions of MPLS sites would be evaluated on a case by case basis at the time each new site was identified. I am writing this letter to recommend the addition of new MPLS network connections at 51 Leland Ave., Utica for the Water Pollution Control Department as well as for the Health Clinic located at 406 Elizabeth Street, Utica. Both facilities are currently connected to the County Network by Cisco Aironet Wireless devices.

The wireless unit on Leland Ave. has been in use for many years and is beginning to show signs of impending failure. The wireless at 406 Elizabeth Street has experienced past outages which have impacted Health Clinic operations. In order to ensure Water Pollution Control and the Health Clinic can maintain routine network access including email and internet communications, I recommend installation of 3M MPLS at each facility.

Monthly cost for 3M of MPLS will be $387.11 per month for 51 Leland Ave and $387.11 per month for 406 Elizabeth Street. Charges from Northland begin upon installation, not at contract approval. Therefore, assuming the installation for both locations will occur in June 2014, there

Oneida Co. Department: Central Services

Competing Proposal – No
Only Respondent – N/A
Sole Source RFP - N/A

Oneida County Board of Legislators

Name of Proposing Organization: Central Services Department

Title of Activity or Service: Northland Communications MPLS

Proposed Dates of Operation: From installation until 6/1/2016

Client Population/Number to be Served: Users at Water Pollution Control and Health Clinic.

Summary Statements:

1. **Narrative Description of Proposed Services**: MPLS network connection.
2. **Program/Service Objectives and Outcomes**: Enhanced network connectivity with service level agreement.
3. **Program Design and Staffing:** N/A

Total Funding Requested: Increase of $18,581.28 for total contract value of $122,276.12.

Account #: 1610

Oneida County Dept. Funding Recommendation: N/A

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

Cost per Client Served: Approximately $463.00 per user.

Past Performance Data: MPLS connections have been exceptionally reliable since our first installation in 2010.

O.C. Departmental Staff Comments: Recommend contract based on excellent reliability for Oneida County users.

Northland COMMUNICATIONS
1 Dupli Park Dr, 5th Floor, Syracuse, NY 13204
Phone: (315)671-6200 Fax: (315)671-0060
317 Court St, Utica, NY 13502
Phone: (315)624-3000 Fax: (315)624-0285

NORTHLAND COMMUNICATIONS
SERVICE AGREEMENT FOR
ONEIDA COUNTY CENTRAL SERVICES

Effective March 6, 2014 Northland Communications and Oneida County Central Services will enter into the following agreement for the period of 27 months. Northland Communications will provide the following list of services at the location(s) listed below.

BTN: N/A

VOICE/FACILITY SERVICE

Units	Service	Rate	Monthly	Install Charge
1	50M Fiber Local Loop - 800 Park Ave., Utica, NY	$ 400.00	$ 400.00	N/A
1	3M Local Loop - 300 W Dominick St., Rome, NY	$ 275.00	$ 275.00	N/A
1	3M Local Loop - 301 W Dominick St., Rome, NY	$ 275.00	$ 275.00	N/A
1	1M Local Loop - 617 South St., Utica NY	$ 199.00	$ 199.00	N/A
1	1M Local Loop - 930 York St., Utica NY	$ 199.00	$ 199.00	N/A
1	10M Local Loop - 120 Airline Dr., Oriskany, NY	$ 300.00	$ 300.00	N/A
1	10M Local Loop - 321 Main St., Utica, NY	$ 200.00	$ 200.00	N/A
1	10M Local Loop - 6000 Airport Rd., Oriskany, NY	$ 300.00	$ 300.00	N/A
1	10M Local Loop - 185 Genesee St., Utica, NY	$ 200.00	$ 200.00	N/A
1	3M Local Loop - 51 Leland Ave., Utica, NY	$ 275.00	$ 275.00	N/A
1	3M Local Loop - 406 Elizabeth St., Utica, NY	$ 275.00	$ 275.00	N/A

PRIVATE DATA NETWORK

Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.

Service	Monthly	Install Charge
MPLS Data Network (50M Fiber) - 800 Park Ave, Utica, NY	$ 197.11	N/A
MPLS Data Network (3M) - 300 W Dominick St., Rome, NY	$ 112.11	N/A
MPLS Data Network (3M) - 301 W Dominick St., Rome, NY	$ 112.11	N/A
MPLS Data Network (3M) - Bldg 100 Griffiss Airfield, Rome, NY	$ 112.11	N/A
MPLS Data Network (1M) - 617 South St., Utica, NY	$ 88.11	N/A
MPLS Data Network (1M) - 930 York St., Utica, NY	$ 88.11	N/A
MPLS Data Network (10M) -120 Airline Drive, Oriskany, NY	$ 197.11	N/A
MPLS Data Network (10M) - 321 Main St., Utica, NY	$ 197.11	N/A
MPLS Data Network (10M) 6000 Airport Rd., Oriskany, NY	$ 197.11	N/A
MPLS Data Network (10M) 185 Genesee St., Utica, NY	$ 197.11	N/A
MPLS Data Network (3M) 51 Leland Ave., Utica, NY	$ 112.11	$ 200.00
MPLS Data Network (3M) 406 Elizabeth St., Utica, NY	$ 112.11	$ 200.00

Install Waived ☑ Yes ☐ No

INTERNET

Northland Communications will provide dedicated Internet access using IP routing.

Service	Monthly	Install Charge
10M Dedicated Internet - 800 Park Ave., Utica, NY	$ 325.00	N/A

Signature _____ Date _____

ORDER INFORMATION

☐ **New Contract**

The terms for the services contained in this contract are effective at such time services are available for customer use.

☑ **Existing Contract (Addendum)**

Northland Communications will amend the existing agreement dated July 9, 2010. All terms and conditions of the original contracted dated July 9, 2010 will apply. Extend existing contract to June 1, 2016.

Incorporate: Extend existing contract to:

☐ Yes ☑ No **Schedule A Terms and Conditions**

☐ Yes ☑ No **Internet Installation Process**

CANCELLATION OF CIRCUITS

Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.

Initials _____ Date _____

ADDITIONAL INFORMATION

Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services.

Additional installation charges may apply for inside wiring beyond the Telco demarcation location.

Taxes and surcharges are not included in the pricing.

Initials _____ Date _____

VENDOR INFORMATION

All vendor related charges are the responsibility of the customer, if required.

Initials _____ Date _____

CUSTOMER AGREEMENT

I agree to the terms and conditions of this Service Agreement.

Customer Name & Title _____

Signature _____ Date _____

Northland Authorized Signature _____ Date 3/6/14

ADDENDUM

THIS ADDENDUM, entered into on this 28th day of FEBRUARY 2014, 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 statue 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).

800 PARK AVE UTICA NY 13501

51 LELAND AVE UTICA NY 13502

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 (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.

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

Approved as to Form only

_____

Oneida County Attorney

Contractor

By: Thomas Ellis CFO

Name:

ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

120 Base Road ◆ Oriskany, New York 13424
Phone: (315) 765-2526 ◆ Fax: (315) 765-2529

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

FN 20 14 - 141

PUBLIC SAFETY

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 4/4/14

February 3, 2014

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

Dear County Executive Picente,

Attached is contract proposal from the New York State Department of Homeland Security regarding a grant for $180,000. A capital account was previously requested and approved by the Board of Legislators for this grant (see attached).

I request that you seek approval of this grant and, if approved, electronically sign it.

If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere
Director

Cc: Tom Keeler
Sheryl Brown
file

RECEIVED
APR - 4 2014

INTRODUCTORY *F.N. 2013-373*
NO. 360

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 358

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

RE: ESTABLISHMENT OF CAPITAL PROJECT H-493-EMERGENCY SERVICES-DEPARTMENT OF HOMELAND SECURITY GRANT 2013 SYSTEM UPGRADES

WHEREAS, This Board is in receipt of correspondence from Director of Emergency Services, Kevin W. Revere, requesting establishment of Capital Project H-493, Emergency Services, Department of Homeland Security Grant 2013 System upgrades, for equipment upgrades, and

WHEREAS, Said request must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That Capital Project H-493-Emergency Services, Department of Homeland Security Grant 2013 System Upgrades be hereby established and approved, as follows:

H-493 State Aid $180,000

APPROVED: Public Safety Committee (November 18, 2013)
Ways & Means Committee (November 27, 2013)

DATED: November 27, 2013

Adopted by the following roll call vote:
AYES 27 NAYS 0 ABSENT 2 (Townsend, F. Davis)

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 Department of Homeland Security.

Title of Activity or Services: Homeland Security Grant 2013

Proposed Dates of Operations: 9/1/2013 to 8/31/2015

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: Computer Interoperability

2). Program/Service Objectives and Outcomes: Establishing Standard Platform between Police, Fire and EMS

3). Program Design and Staffing Level
N/A

Total Funding Requested: $180,000.

Oneida County Dept. Funding Recommendation: H493

Proposed Funding Source (Federal $ /State $ / County $): Homeland Security Funding

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C972030 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	TYPE OF PROGRAMS: WM2013 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM13972030
FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000 SFS VENDER NO: 1000002595	INITIAL CONTRACT PERIOD: FROM 09/01/2013 TO 08/31/2015 FUNDING AMOUNT FOR INITIAL PERIOD: $180,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. 0 - not exempt Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract

SHSP

Project No.	**Grantee Name**	
SH13-1035-D00	Oneida County	02/03/2014

Award Contract

SHSP

Project No.	**Grantee Name**	
SH13-1035-D00	Oneida County	02/03/2014

Award Contract

SHSP

Project No.	**Grantee Name**	
SH13-1035-D00	Oneida County	02/03/2014

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH13-1035-D00	Oneida County	02/03/2014

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Data exchange system	13IT-00-DEXC	1	$180,000.00	$180,000.00	$180,000.00	$0.00
Total					$180,000.00	$180,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$180,000.00	$180,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$180,000.00	$180,000.00	$0.00

Award Contract **SHSP**

Project No.	Grantee Name	
SH13-1035-D00	Oneida County	02/03/2014

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. 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.

2. 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

3. 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.

B. Interim and/or Final Claims for Reimbursement

1. 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.

2. 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

3. 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.

4. 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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. 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.

2. 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.

Rev. 05/2013

Certified by - on

Award Contract **SHSP**

Project No.	Grantee Name	
SH13-1035-D00	Oneida County	02/03/2014

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - Information-Sharing and Dissemination

Target Capability

Primary - Intelligence/Information Sharing and Dissemination

Enhance capabilities to respond to all-hazards events.

Task #1 for Objective #1

Purchase allowable interoperable communications 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 interoperable communications and dispatch capabilities in the jurisdiction. 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	
SH13-1035-D00	Oneida County	02/03/2014

APPENDIX A-1
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1) Appendix A-1
2) Modifications to the Face Page
3) Modifications to Appendices B, C and D
4) The Face Page
5) Appendices B, C and D
6) Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

I. Modifications: To modify the Contract, 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 Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Notice:

1) All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a) by 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.

2) 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.

3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior 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 the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

L. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

M. 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 the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

N. Indemnification: 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 Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

O. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 shall be considered to be 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 DHSES and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the 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 any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the 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.

R. Secular Purpose: Services performed pursuant to the Contract 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.

S. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.[1]

U. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

V. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief 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 State a non-collusive binding certification on the Contractor's behalf.

W. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

X. The Contractor 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 Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1) General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2) Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in

the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1) Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure.' For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2) Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or
ii. certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3) Effect of Notice and Termination on State's Payment Obligations:

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4) Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or
b) the return of any real property or equipment purchased under the terms of the Contract; or
c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2) The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices 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 vouchers submitted under this Contract 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) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, 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.

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5) If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1) The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

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 applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[2] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[3] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[4] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[5] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:[6] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3) The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4) The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5) The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6) All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7) All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number.

Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2) 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 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 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. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This 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.

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2) If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative

aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3) In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1) 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 or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2) The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, 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 Contract, the Contractor 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) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor 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 Contract. 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.

5) The Contractor'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.

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor 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 Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or 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 procurement must be in accordance with the guidelines, bulletins and regulations of the 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) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c) 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).

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

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

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(I)(7)(d) or (e) herein must 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 may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. 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.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of 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.

v. A Grantee spending in aggregate of $10,000 and above must use a 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; 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.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor 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 Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

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

c) 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 Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

a) By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

b) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. 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 DHSES may approve a request for Assignment of Contract.

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

d) DHSES reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors 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 or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, 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 or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, 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 the Contract. No contractual relationship shall be deemed

to exist between the subcontractor and the State.

2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission 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 the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4) When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5) When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and

expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2) For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5) The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1) General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may 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:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1) Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2) Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) 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, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3) Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall 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 shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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. 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 the 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 the 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 the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2) The Contractor 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;

3) The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4) At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1) If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must

apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2) any debts owed for UI contributions, interest, and/or penalties;
3) the history and results of any audit or investigation; and
4) copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1) If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2) The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3) The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4) The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5) The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon

issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6) The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7) Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason (s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) 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, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:[7] 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) 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 DHSES, to fully comply and cooperate with the DHSES 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 ('MWBEs'). 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) 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 VII of this Appendix or enforcement proceedings as allowed by the Contract.

2) Contract Goals

a) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract workplan.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan 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 (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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 the DHSES for liquidated or other appropriate damages, as set forth herein.

3) Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b) Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. 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.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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.

b. The Contractor 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, color, national origin, sex, age, disability or marital status.

c. 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.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a 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 Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. 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 Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates 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 Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) 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.

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES 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.

6) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7) Liquidated Damages - MWBE Participation

a) Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8) M/WBE AND EEO Policy Statement

a) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof.

Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members 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 on state contracts.

(b)This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor 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 Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors 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 Contractor 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. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, 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 Contract. The Contractor shall meet all audit requirements of the federal government and State of New York.

Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract 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.

D. Equipment Markings. The Contractor 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.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

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

2) Cost Principles:

a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

G. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to

become familiar with and comply with all terms and conditions associated with acceptance of funds.

H. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor 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.

I. Single Audit Requirements: In accordance with federal requirements, a Contractor that expends during its fiscal year $500,000 or more of federal funds from all sources, including this Contract, 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 Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

J. Program Income: Program income earned by the Contractor 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 Contractor 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.

K. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor 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.

1) If DHSES shares its right to copyright such work with the Contractor, 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 Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2) 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 Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. 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.'

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the

most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor 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) Contractor 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) 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.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor 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 Contract;
- 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 Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor 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 Contract and with the Budget set forth in Appendix B.

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

O. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract 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 Contract.

2) 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 Contractor 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 Contractor 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 (2) years.

3) Upon completion of all contractual requirements by the Contractor, 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 Contractors 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.

P. Upon completion of all contractual requirements by the Contractor under this Contract, 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 Contract.

Q. The Contractor 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 Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

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

Endnotes:

[1] As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

[2] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

[3] Fee for Service is a rate established by the Contractor for a service or services rendered.

[4] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[5] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

[6] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

[7] Not applicable to not-for-profit entities.

VER 09/13

Certified by - on

Award Contract **SHSP**

Project No.	Grantee Name	
SH13-1035-D00	Oneida County	02/03/2014

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 Authorized Equipment List (AEL) (https://www.llis.dhs.gov/knowledgebase).
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 training course to be supported by this award must be submitted to DHSES for approval.
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.

H. New York State Emergency Management Certification and Training Program
1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to

ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly

February 4, 2014

FN 20 14 - 142

PUBLIC SAFETY

WAYS & MEANS

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

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

Anthony J. Picente, Jr.
County Executive

Date 4/4/14

Dear Mr. Picente:

The Oneida County District Attorney's Office was awarded a grant from the New York State Division of Criminal Justice Services. The award is in the amount of $19,832.00. The grant period is from January 1, 2014 through December 31, 2014. The grant money will be used for the purchasing of video equipment to record statements. Matching funds are not required.

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

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

Thank you for your time and assistance in this matter.

Sincerely,

Scott D. McNamara
Oneida County District Attorney

RECEIVED
APR - 4 2014

SDM/jl
Enc.

235 Elizabeth Street • Utica, NY 13501 • Phone: (315) 798-5766 • Fax: (315) 798-5582

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:
Oneida County District Attorney's Office

Title of Activity or Service:
Video Recording of Statements Equipment Grant

Proposed Dates of Operation:
01/01/2014 – 12/31/2014

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services**
   This project is for the purchase and installation of audio/video recording systems for the recording of police interviews and interrogations in local law enforcement agencies in Oneida County. Implementation of this project will further promote comprehensive police interrogation recording countywide. The Oneida County Sheriff's Office, the Utica Police Department, the Oriskany Police Department and the Oneida County District Attorney's Office will be receiving funding ($4,958.00 per agency).
2) **Program/Service Objectives and Outcomes:**

3) **Program Design and Staffing**

Total Funding Requested:
$19,832.00

Account #
A3044
A1165.495128

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal $/ State $/County $):
State $
Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T494006 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	TYPE OF PROGRAMS: Video Recording of Statements Equipment Grant DCJS NUMBERS: OI12494006 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000	INITIAL CONTRACT PERIOD: FROM 01/01/2014 TO 12/31/2014 FUNDING AMOUNT FROM INITIAL PERIOD: $19,832.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT _X_ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan ___ APPENDIX F Guidelines for the Control and Use of Confidential Funds _X_ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment ___ Other (Identify)

IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Hon. Anthony J. Picente jr., County Executive Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract Video Recording of Statements Equipment Grant

Project No.	Grantee Name	
ST13-1004-E00	Oneida County	02/04/2014

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 Video Recording of Statements Equipment Grant

Project No.	Grantee Name	
ST13-1004-E00	Oneida County	02/04/2014

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). 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, New York 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.

December, 2012

Certified by - on

Award Contract

Video Recording of Statements Equipment Grant

Project No.	Grantee Name	
ST13-1004-E00	Oneida County	02/04/2014

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

1. 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 format approved by DCJS and the NYS Office of the State Comptroller, and electronically 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: http://www.whitehouse.gov

/omb/circulars_default/. 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 at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed in the GMS Property Module 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 to DCJS via the GMS system and additional information or amended data as required in Appendix D.

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

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	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

B. The final progress report 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 by the last day of the month following 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, Appendix M, 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: http://www.whitehouse.gov /omb/circulars_default/.

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.

29. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)
The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013
Certified by - on

Award Contract

Video Recording of Statements Equipment Grant

Project No.	Grantee Name	
ST13-1004-E00	Oneida County	02/04/2014

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Video Recording of Statements Equipment -- Oneida County District Attorney's Office	1	$4,958.00	$4,958.00	$4,958.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Oneida County DA's Office.						
2	Video Recording of Statements Equipment -- Oneida County Sheriff's Office	1	$4,958.00	$4,958.00	$4,958.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Oneida County Sheriff's Office.						
3	Video Recording of Statements Equipment -- Oriskany Village Police Department	1	$4,958.00	$4,958.00	$4,958.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Oriskany Village PD.						
4	Video Recording of Statements Equipment -- Utica City Police Department	1	$4,958.00	$4,958.00	$4,958.00	$0.00
Justification: Funds to be utilized for the purchase of Video Recording of Statements Equipment for the Utica City PD.						
Total				$19,832.00	$19,832.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$19,832.00	$19,832.00	$0.00

Oneida County District Attorneys Office
Utica City Police Department
Oneida County Sheriffs Office
Oriskany Village Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$19,832.00	$19,832.00	$0.00

Award Contract | Video Recording of Statements Equipment Grant

Project No.	Grantee Name	
ST13-1004-E00	Oneida County	02/04/2014

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 by the last day of the month following 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 Financial Services with its final fiscal cost report by the last day of the month following 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.ny.gov/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. 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 Financial Services 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 or the required MWBE reporting is not included, 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 Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT 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 showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of 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 the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
  -DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
  -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, or by email at epayments@osc.state.ny.us. 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.

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Award Contract — Video Recording of Statements Equipment Grant

Project No.	Grantee Name	
ST13-1004-E00	Oneida County	02/04/2014

APPENDIX D - Work Plan

Goal

To enhance law enforcement efforts and prosecution outcomes through videotaping of interviews and interrogations from beginning to end.

Objective #1

Enhance the technological capabilities within Oneida County through acquisition of video recording equipment to be utilized during investigations. Equipment will be distributed to various local agencies to achieve maximum coverage within the county.

Task #1 for Objective #1

The District Attorney will work with local law enforcement agencies with the implementation of video recording of statements initiative and with the administration of the grant.

#	Performance Measure
1	Number of local law enforcement agencies to receive video recording of statements equipment.
2	Local law enforcement agencies in the county who will receive video recording of statements equipment.

Task #2 for Objective #1

Purchase and installation of video recording of statements equipment in identified recipient agencies.

#	Performance Measure
1	Maintain purchase records in compliance with all federal, state, and local procurement guidelines.
2	Maintain an inventory record of video recording of statements equipment purchased under this contract. (Note: Separate records must be kept for each agency receiving video recording of statements equipment and said records made available to DCJS, upon request).

Task #3 for Objective #1

Provide training to staff in the proper operation of the video recording equipment.

#	Performance Measure
1	Number of staff at each recipient agency who received training in the proper operational use of the equipment. (Breakdown to be made by recipient agency).

Task #4 for Objective #1

In compliance with the established departmental protocol, (see Objective #2) utilize the video recording of statements equipment during interviews and interrogations.

#	Performance Measure
1	Number of video recorded statements. (Breakdown to be made by recipient agency).
2	Number of video recorded statements forwarded to the District Attorney's office to be used as case evidence. (Breakdown to be made by recipient agency).

Objective #2

Improve the effectiveness of case evidence through video recorded interview and interrogation training; and establish departmental protocols regarding video recording of statements from beginning to end.

Task #1 for Objective #2

Provide investigatory personnel with interview techniques training to enhance their interview and interrogation abilities.

#	Performance Measure
1	Number of staff at each recipient agency who received training in video recording of interviews and interrogations techniques. (Breakdown to be made by recipient agency).

Task #2 for Objective #2

Prior to equipment use, each recipient agency will collaborate with the District Attorney's office to develop and implement a departmental protocol regarding the video recording of statements.

#	Performance Measure
1	If not provided in the original application, include in the first Quarterly Progress Report (QPR) an attached copy of the department protocol regarding the video recording of statements for each recipient agency. (in the event that a county-wide protocol regarding the video recording of statements is adopted, said protocol may be submitted in lieu of individual agency submissions).

Award Contract — Video Recording of Statements Equipment Grant

Project No.	Grantee Name	
ST13-1004-E00	Oneida County	02/04/2014

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

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures.

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

Grantee agrees that all specifications for technology purchases exceeding $5000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Funding and Program Development.

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

Law enforcement agencies must submit full UCR Part 1 crime reports (including supplemental homicide reports) and domestic violence victim data on a monthly basis to DCJS. Said data must be received by DCJS within 30 days following the end of each month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Failure to submit this information may result in grant funds being withheld.

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

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

On a quarterly basis the Grantee will maintain written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual

and countersigned by the supervisor in a higher level position at the end of each payroll period.

Not withstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior 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 requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Strategy Special Conditions

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies, the implementing agency(s) will coordinate their IMPACT strategy with those other strategy initiatives in the county.

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.

As per NYS Executive Law, Article 35, §837-a (8), DCJS is mandated to submit an Operation IMPACT Annual Report. As such, agencies receiving IMPACT funds shall be required to submit separately, in a consolidated report to be compiled and submitted by the District Attorney's Office and/or primary IMPACT police department on behalf of the full partnership, a detailed written report regarding their Operation IMPACT initiatives for the calendar year 2011. This report will be submitted to DCJS no later than November 11, 2011 and shall include:

(a) The types of crime data obtained, analyzed and used regularly by the IMPACT Partnership;
(b) A description of the local IMPACT crime reduction strategy, including any modifications;
(c) The number of personnel from each local, state and federal agency participating in various Operation IMPACT activities;
(d) A description of training provided to participating personnel in connection with Operation IMPACT;
(e) The number of arrests made by law enforcement as a direct result of Operation IMPACT;
(f) The number of prosecutions as a direct result of Operation IMPACT activities and the disposition of those cases;
(g) The number of IMPACT related cases and IMPACT related gun crime cases transferred for federal prosecution;
(h) Any available demographic information about persons arrested and prosecuted and the disposition of such matters;
(i) Any other information about the program's effectiveness in reducing crime.

Participating law enforcement agencies receiving IMPACT funding shall submit all crime guns and guns recovered under conditions requiring investigation into the New York State Criminal Gun Clearing House via NYSPIN GGUN. Law enforcement agencies shall also submit all crime guns and guns recovered under conditions requiring investigation to the respective Firearms Laboratory for testing and requested entry into NIBIN (National Integrated Ballistics Identification Network).

Primary and DCJS-designated secondary IMPACT police departments will submit Monthly IMPACT Gun Data Reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury or death, the number of shooting victims and the number of crime guns recovered.

Participating law enforcement agencies receiving IMPACT funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

All IMPACT funded agencies that are responsible for the management of sex offenders will be vigilant in maintaining current addresses for all sex offenders assigned to their jurisdiction and promptly report any action taken with regard to address verification on eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

All IMPACT funded agencies that are responsible for obtaining photos due from sex offenders under their supervision will do so in a timely manner and promptly upload the updated photos to eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

Participating law enforcement agencies shall ensure that their department's process for submitting fingerprint cards to DCJS includes a mechanism to flag those arrests where a Domestic Incident Report (DIR) is filed in the criminal incident. All IMPACT funded agencies are monitored for this requirement.

All agencies receiving IMPACT funding that have a responsibility to collect DNA samples from offenders under their supervision who, by law, are required to submit said sample will ensure that the sample is collected in a timely manner as is required by law. All IMPACT funded agencies are monitored for this requirement.

For each month that a Grantee receiving IMPACT funds fails to:
- (1) comply with IMPACT Partnership meeting requirements as required above; and/or
- (2) submit full UCR Part 1 crime reports within 30 days of the end of each month, as required above; and/or
- (3) submit monthly gun data within 30 days following the end of each month, as required above,
1/12 of 20% of the total grant award will be deducted for the respective non-compliant agency. At no time will the amount deducted for non-compliance with these conditions exceed 20% of the total grant award.

IMPACT partnership meetings are required to be held monthly and structured to maximize the coordination, collaboration and accountability of partner agencies. The IMPACT co-Chairs or their designees who have the authority to make command decisions and at least one representative from every IMPACT funded agency within the partnership must attend all monthly meetings. The meetings must include an in-depth analysis of the IMPACT crime focus, performance measure outcomes and the need for strategy modification when applicable. Documented summaries including performance measure outcomes from each meeting with general plans and contributions of funded agencies in addressing crime problems shall be forwarded to DCJS within five (5) business days of the meeting.

Award Contract		Video Recording of Statements Equipment Grant
Project No.	Grantee Name	
ST13-1004-E00	Oneida County	02/04/2014

APPENDIX G
PROCEDURAL GUIDELINES FOR THE CONTROL OF SURVEILLANCE EQUIPMENT
1. PURPOSE
The purpose of these guidelines is to set forth the minimum requirements for insuring the security and control of surveillance equipment purchased or leased under the project.
2. SURVEILLANCE EQUIPMENT DEFINED
As used in these guidelines, Asurveillance equipment@ means, but is not limited to, any instrument or device used or primarily intended for use in:
a) the surreptitious interception of aural communications; or
b) the recording or re-recording of aural communications; or
c) the surreptitious interception of direct frequency indicators.
Such equipment includes, but is not limited to, the following: tape recorders, including miniaturized tape recorders; microphones; induction coils; transmitters; video equipment; receivers; amplifiers; dial recorders; Atouch tone@ decoders; and vehicle tracking systems.
3. FACILITY FOR STORAGE, ISSUANCE, AND RETURN
The Grantee shall store surveillance equipment in as few facilities or locations as possible in order to centralize storage, issuance, and return of such equipment. Each facility or location must be a secure one.
4. INVENTORY CONTROL
The Grantee shall maintain a system of inventory control for all surveillance equipment by providing for identification of each item of equipment and maintaining a record of custody and location of each item at all times.
5. STORAGE OF EQUIPMENT
The grantee shall adopt procedures to assure that surveillance equipment which is not currently being used for official purposes is stored only at an authorized facility.
6. INSPECTION BY THE DIVISION OF CRIMINAL JUSTICE SERVICES
Authorized representatives of the Division of Criminal Justice Services may, at all reasonable times, inspect grant surveillance equipment, the facilities in which they are stored, and the records relating to inventory control.
Nothing contained herein shall authorize the inspection of records relating to surveillance equipment which identify the particular investigation in which such equipment has been or is being used.

Certified by - on

RECEIVED
MAR 1? 2014
Oneida County Executive's Office

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente Jr.
County Executive
Date 3-12-14

February 11, 2014

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

FN 20 14-143

PUBLIC SAFETY
WAYS & MEANS

Dear Mr. Picente:

The Oneida County District Attorney's Office has received a grant from the New York State Division of Criminal Justice Services for Video Recording Equipment which will be used to record of Statements from suspects, etc.

This will need no additional County funds.

Therefore, I respectfully request a supplemental appropriation of $19,832.00 for the 2014 fiscal year.

To: A1165.495128 – Video Recording Grant Expenditures $19,832.00

This appropriation will be supported by revenue in:

A3044 – State Aid – Video Recording $19,832.00

RECEIVED
MAR 12 2014

Sincerely,

Scott D. McNamara
Oneida County District Attorney

cc: T. Keeler, Budget
S. Brown, Audit & Control
P. Rayhill, 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

RECEIVED
MAR 27 2014
Oneida County Executive's Office

March 24, 2014

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

FN 20 14 - 144

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive:

On March 12, 2014 the Board of Legislators approved resolution #70. This legislation approved a grant from New York State Division of Homeland Security and Emergency Services – State Law Enforcement Terrorism Prevention Program for the continuation of the Automatic Vehicle Locator (AVL) Project. The disbursement of these funds will take place over several years so it is necessary to set up a new capital project.

I therefore request your Board's approval for the following:

A.) Establishment of **Capital Project H-504 – Automatic Vehicle Locator (AVL) Project,** and

B.) Funding for Capital Project H – 504 as follows:

H – 504 - State Aid.....$ 60,000.

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.

Very truly yours,

Sheriff Robert M. Maciol
Oneida County Sheriff

RECEIVED
MAR 27 2014

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

Anthony J. Picente, Jr.
County Executive

Date 3-27-14

CC: Tom Keeler, Budget Director

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E
DIRECTOR OF HEALTH

ADMINISTRATION

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

April 7, 2014

FN 20 14 - 145

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

The New York State Department of Health Research, Inc. has awarded the Oneida County Health Department $22,500 to assist with its immunization billing. This grant was awarded to select counties to address challenges and improve their billing operations.

The Oneida County Health Department will use the grant dollars to assist in the process of seeking an electronic billing system that will have a single-point entry, incorporated with an electronic health record (EHR).

We, therefore, are requesting the following supplemental appropriation for the 2014 fiscal year.

To: A4089.495 – Other Expenses.....$22,500

This appropriation will be supported by revenue in A3408 – State Aid – Immunization Consortium for $22,500. 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,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

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

ry

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

Anthony J. Picente, Jr.
County Executive

Date 4/7/14

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**

February 18, 2014

FN 20 14-146

HEALTH & HUMAN SERVICES

RECEIVED
MAR 19 2014

WAYS & MEANS

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

Dear Mr. Picente:

I am submitting the 2014 – 2015 Annual Implementation Plan (AIP) for Oneida County Office for the Aging/Office of Continuing Care, for the Board of Legislator's review and approval.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging/Office of Continuing Care funding application to the New York Office for the Aging (NYSOFA).

The total amount of this contract is $5,394,906.00, with $2,667,692.00 (Federal); $1,513,069.00 (State); $481,915.00 (County) and $732,230.00 (Other).

If you have any questions regarding this Agreement, I am available at your convenience.

Sincerely,

Michael J. Romano
Director

MJR/mac

Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 3-19-14

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization : (NYSOFA) New York State Office for the Aging

Title of Activity or Service: AIP (Annual Implementation Plan)

Proposed Dates of Operation: **April 1, 2014 - March 31, 2015**

Client Population/ Number to be Served : 12,000

SUMMARY STATEMENTS

1. Narrative Description of Proposed Services

   Oneida County Office for the Aging/ Office of Continuing Care funding application to the New York State Office for the Aging (NYSOFA)

2. Program/Service Objectives and Outcomes

   This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan requirement under Section 214 of the New York State Elder Law.

3. Program Design and Staffing Level
   N/A

Total Funding Requested: $5,394,906.00

Oneida County Department Funding Recommendation:

Proposed Funding Source: Account:
(Federal $ 2,667,692.00 / State $ 1,513,069.00 / County $ 481,915.00 / Other $ 732,230.00)

Cost per Client Served: N/A

Past Performance Data:

Oneida County Department Staff Comments:

PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Annual Implementation Plan (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	_____ to _____	□Yes □No
Title III-C	January 1, 2014 to December 31, 2014	□Yes □No
Title III-D	January 1, 2014 to December 31, 2014	□Yes □No
Title III-E	January 1, 2014 to December 31, 2014	□Yes □No
Title V	July 1, 2014 to June 30, 2015	□Yes □No
EISEP	April 1, 2014 to March 31, 2015	□Yes □No
CSE	April 1, 2014 to March 31, 2015	□Yes □No
CSI	April 1, 2014 to March 31, 2015	□Yes □No
WIN	April 1, 2014 to March 31, 2015	□Yes □No
Transportation	April 1, 2014 to March 31, 2015	□Yes □No
CRC	April 1, 2014 to March 31, 2015	□Yes □No
HIICAP	April 1, 2014 to March 31, 2015	□Yes □No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the 2014-15 Plan. In addition, I certify that no amendments have been made nor will be made to the standard assurances in the 2014-15 Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Check List.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 45 CFR part 76.

_____ 1/13/14

Signature of Director of Area Agency on Aging — Date

_____ _____

Signature of the Chief Officer of the Governing Body of the Sponsoring Organization (if other than county/City of New York/Native American Organization) — Date

LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, Anthony J. Picente, Jr. being the Chief Executive Officer/Chairman of the Governing Board of this Oneida County (county/City of New York/Native American Organization), do hereby certify that:

1. The Oneida County OFA/OCC, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.
   - [X] Community Services for the Elderly Program
   - [X] Expanded In-home Services for the Elderly Program.
2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

_____ _____

Signature (*Use ink. "per" signature not acceptable*) — Date

OFA No.32 Rev (03/13)

AAA: Oneida - 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 12/09/2013 at 1:01 PM | Last Saved By: Michael Romano

ANNUAL IMPLEMENTATION PLAN
APRIL 1, 2014 - MARCH 31, 2015
FOR OLDER AMERICANS ACT
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM, COMMUNITY SERVICES FOR THE ELDERLY PROGRAM, CONGREGATE SERVICES INITIATIVE, WELLNESS IN NUTRITION, STATE TRANSPORTATION PROGRAM, CAREGIVER RESOURCE CENTER, HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM, and SENIOR MEDICARE PATROL

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

Area Agency on Aging (AAA): Oneida County Office for the Aging/Continuing Care County Code: 30
Director's Name: Michael Title: Romano
Address: 120 Airline Street
City: Oriskany , New York Zip Code: 13424
Phone Area Code: 315 Number: 768 - 3641 Ext.

For County/City of New York/Native American Organization
Name and Title of Chief Executive Officer: Anthony J. Picente, Jr Title: Oneida County Executive
Address: 800 Park Avenue
City: Utica, New York Zip Code: 13501
Phone Area Code: 315 Number: 798 -5800 Ext.

OR

If other than County/City of New York/Native American Organization
Name of the Sponsoring Organization:
Name of the Chief Officer of the Governing body of the Sponsoring Organization: Title:
Address:
City: , New York Zip Code:
Phone Area Code: Number: - Ext.

Official Authorized to Receive Payments on behalf of the AAA

Name: Anthony Carvelli Title: Finance Commissioner
Address: 800 Park Avenue
City: Utica, New York Zip Code: 13501
Phone Area Code: 315 Number: 798 - 5798 Ext.

Submit To:
New York State Office for the Aging
Division of Finance and Administration
2 Empire State Plaza, 3rd Floor
Albany, NY 12223-1251

OFA No.32 Rev (03/13)

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 12/09/2013 at 1:02 PM | Last Saved By: Michael Romano

GOALS

Please check below the status of the goals/objectives that were listed in the AAA's 2012-16 Four Year Plan or subsequent Plans.

[√] There is no change in the AAA's goals and objectives.

[ ] The following goal(s) and objective(s) have been changed or added. Please list:

[ ] The following goal(s) and objective(s) has/have been met and has/have been deleted. Please list:

OFA No.32 Rev (03/13)

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/08/2014 at 4:20 PM | Last Saved By: Michael Romano

Demographic Data and Targeting Objectives

	A. Most Current Census*	B. Total Number: Registered Clients	C. Number Registered Clients to be Served**
1. Total number of persons aged 60+ in the PSA (Planning and Service Area):	52,282	3,374	
2. Total number of persons projected to be served under this plan during the period 4/1/2014-3/31/2015:			11,800
3. ** Please provide a breakdown for the total on line 2 as follows:			
a)Aged 75-84	12,879	1,044	3,352
b)Aged 85+	6,794	1,131	2,050
c)Live Alone	15,066	2,039	4,000
Clients by Ethnicity			
d)Hispanic	692	61	160
Clients by Race			
e)Native American/Alaskan Native	79	7	19
f)Asian	604	18	139
g)Black	1,357	129	325
h)White Hispanic	452	68	105
i)White not Hispanic	49,349	3,131	45
j)Native Hawaiian/Pacific Islander	6	0	5
k)Other Race	167	0	5
l)2 or More Races	268	0	3
These fields use percent based on the 2000 Census.			
m)Frail/Disabled	28.62%	85.77%	30.00%
n)Low Income (below 150% of poverty)	17.36%	38.00%	18.00%
o)Low Income Minority (below 150% of poverty)	1.29%	3.29%	30.00%
p)Limited English Proficiency***	1.60%	1.69%	2.00%
q)Rural***	29.71%	42.56%	33.00%

*** The pre-printed census figures (Column A) and Client data (Column B) are only provided on the web-based version of this form. Registered clients are those receiving a Cluster 1 or Cluster 2 service.**

**** Targeted groups include those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.).**

*****Please see *Guide for Completion (Guide)* for definitions of *Rural* and *Limited English Proficiency*.**

4. a. Specify the planned targeting activities for the 2014-15 period that are designed to increase participation of unserved and underserved older adults in greatest social or economic need, particularly those older adults who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, those at risk of institutionalization, and frail older adults/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.).

The 2014 OFA/OCC/NY Connects outreach-program publicity packet will include but not be limited to the following items: • Cover letter explaining Mission, Intake-POE, Services and Programs, access. • OFA/OCC/POE high quality, professionally designed wall poster • OFA/OCC/POE general brochures • OFA/OCC/POE pens and/or other materials with Agency logo and contact information. • Translated outreach printed material (as needed) OFA/OCC 2014 Targeting Plan Mailing Schedule: January- Senior Centers February- Hospitals; Home care agencies March- Non-English speaking, minority, and culturally diverse organizations April- Nursing Homes, Assisted Living Facilities, Adult Homes May- Senior citizen and public housing complexes June- Minority and culturally diverse churches and congregations July- Businesses located in rural and suburban areas (northern, southern, and western portions of Oneida County) August- Mental health agencies and subcontractors, Developmental Disabilities Organizations September- Business located in urban minority area in the cities of Utica and Rome October- Physicians' offices November- Veterans organizations - Rome VA Clinic, Syracuse VA Medical Center, Local American Legions, VFW Posts and County Veterans Service Agency December- Caregivers; support and health education organizations i.e. Alzheimer's Association, Heart Association; Arthritis Foundation; Cancer Society; and varios support groups. System: Office for the Aging/Continuing Care/NYConnects plans to continue to coordinate the agencies efforts with the Mohawk Valley Center for Refugees. OFA/OCC/NYConnects will schedule staff trainings with several agencies including, but not limited to, Central New York Association for the Blind and Visually Impaired (CABVI), Mohawk Valley Refugee Center, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. Client: Office for the Aging/Continuing Care/NYConnects will provide current, accurate, and unbiased information and assistance to all Oneida County residents, caregivers, and service providers. An updated resource listing will be maintained and provided upon request. NYConnects staff will update information to the pending NYS Resource Directory. NYConnects Long Term Care Specialists, OFA/OCC management staff, Program Coordinators, and Case Managers will provide community presentations throughout the year as well as participate and sponsor local Health Fairs.

4. b. If the AAA did not achieve targeting objectives set forth in its 2013-14 Plan, specifically describe how the AAA will modify its targeting activities in 2014-15 to improve its efforts to reach older adult cohort (as described above) for which the goal was not achieved. (In determining whether past targeting objectives were achieved, see QUARTERLY STATUS REPORT - Demographic Information (36A). For information on NYSOFA's Equal Access to Services and Targeting policies, refer to Program Instruction 12-PI-08.)

For those targeting objectives that were not achieved the Oneida County Office for the Aging/Continuing care plans to initiate the following activities: a) Office for the Aging/Continuing Care will continue to utilize the services of Mohawk Valley Refugee Center, Translation Help, and the Multi-Cultural Association of Medical Interpreters (MAMI) of CNY, Inc. to translate each of the OFA/OCC program brochures and fliers into several non-English versions. The brochures will be sent to civic groups, community organizations, and service providers connected with the underserved populations. b) This will be accomplished by collaborating with members of boards of directors of its subcontract agencies, senior centers and other health and human service agencies located throughout Oneida County. OFA/OCC will work to determine where gaps exist in serving non-English speaking and culturally diverse community residents and develop comprehensive targeting strategies for the entire local aging network. c) The Office for the Aging/Continuing Care Advisory/Long Term Care Council will analyze available data of demographic and service provision statistics to determine additional targeting strategies to be implemented. The goal of the data analysis is to increase outreach efforts and service delivery for non-English speaking and culturally diverse elders and individuals with special needs. d) As the implementation of an Oneida County hybrid model of Care Transitions begins Training and recruitment will be focused on inclusion of vulnerable populations including adults with IDD, mental illness, and substance abuse issues. Another target will be working with organizations that provide supports and advocacy for families in which English is not the primary language. Training and recruitment will include cultural sensitivity to the varying needs of populations of people in Oneida County.

5. a. Specify how the AAA plans to provide outreach and language accessibility to persons with limited English proficiency who may seek services (e.g., contracted interpreter/translator, community organization links for translation, interpretation services, language interpretation phone line, etc.) as required by 12-PI-08. (See *Guide* for further information.)

Oneida County Office for the Aging/Continuing Care plans to continue to utilize interpretation services of community based interpreter organizations to perform outreach and language accessibility services for non-English speaking persons and families living in Oneida County. Office for the Aging/Continuing Care coordinates with Language & Cultural Services, Inc. in New Hartford New York. The services of Multicultural Association of Medical Interpreters of Central New York, Inc. (MAMI) are also utilized for translation and interpreter services. MAMI of Syracuse New York provides telephonic interpreting; medical/legal translating of consumer documents, and in-person spoken language interpreting on-site. Additionally, Oneida County Office for the Aging/Continuing Care also uses the Compass Interpreters, through the MV Resource Center for Refugees Inc. located in Utica New York. Compass Interpreters will accompany OFA/OCC case managers and nurses on home visits to provided interpretation and translation services for non-English speaking persons.

5. b. Include the name and contact information for the telephonic interpretation services that the AAA has established as required by 12-PI-08.

Name: Mulitcultural Association of Medical Interpreters of CNY, Inc Contact Number: (315)732-2271

5. c. Provide the amount that the AAA is projecting to spend on language accessibility services in the box below. If the AAA has access to free language access services, please describe the arrangement for free services under 5. a. above and enter 0 in the box below. The amount entered in the box below must equal the total of the amounts entered on each of the individual program budgets, **SUPPORTING BUDGET SCHEDULES**, Section 6. 'Other Expenses', line F. 'Language Access Services'.

Projected Costs for Language Accessibility Services: 800

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 4:33 PM | Last Saved By: Michael Romano

RESOURCE INVENTORY

Agency/Organization: AgeNet
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Digital Heath and wellness program; currently 12 sites
Estimated Dollar Value: 100,000.00
Current Contractor? No

Agency/Organization: CAPS-Community Assistance Program
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Volunteer and fee for service screening and resource listing
Estimated Dollar Value: 5,000.00
Current Contractor? No

Agency/Organization: Greater MV Elder Wellness Council, Inc.
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Program support; expansion,and fund raising
Estimated Dollar Value: 125,000.00
Current Contractor? No

Agency/Organization: OC Youth Bureau-Intergenerational Clean up
Address:
City:
State:
Zip:

Phone:
E-mail:
Services Provided: Leaf raking, bagging, yard clean up. Spring and Fall
Estimated Dollar Value: 2,000.00
Current Contractor? No

Agency/Organization: Oneida County Bldg. - Utica
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Multi purpose senior centers and focal points
Estimated Dollar Value: 5,000.00
Current Contractor? No

Agency/Organization: Oneida County Elder Abuse Coalition
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Elder Abuse Prevention
Estimated Dollar Value: 0.00
Current Contractor? No

Agency/Organization: PrimeTime Senior Publication
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Public Information-no cost
Estimated Dollar Value: 0.00
Current Contractor? No

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 2:25 PM | Last Saved By: Michael Romano

MULTIPURPOSE SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER

Name: Ava Dorfman Sr. Ctr.
Address: 305 East Locust St.
City: Rome
State: NY
Zip: 13440
Phone:
E-mail:
Senior Center? Yes
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: Kirkland Senior Center
Address: 2 Mill St.
City: Clark Mills
State: NY
Zip: 13321
Phone:
E-mail:
Senior Center? Yes
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: New Hartford Dining and Activities
Address: 1 Sherman Pl.
City: New Hartford
State: NY
Zip: 13413
Phone:
E-mail:
Senior Center? Yes
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: New York Mills Senior Center
Address: 379 Main Street

City: New York Mills
State: NY
Zip: 13417
Phone:
E-mail:
Senior Center? Yes
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

Name: North Utica Sr. Ctr
Address: 50 Riverside Dr.
City: Utica
State: NY
Zip: 13502
Phone:
E-mail:
Senior Center? Yes
Focal Point? Yes
Receives Title III funds? Yes
Estimated Funds Provided including Title III: 137,555.00

Name: Parkway Senior Center
Address: 220 Memorial Parkway
City: Utica
State: NY
Zip: 13501
Phone:
E-mail:
Senior Center? Yes
Focal Point? Yes
Receives Title III funds? Yes
Estimated Funds Provided including Title III: 15,500.00

Name: West Side Sr Ctr
Address: 717 Court St.
City: Utica
State: NY
Zip: 13502
Phone:
E-mail:
Senior Center? Yes
Focal Point? Yes
Receives Title III funds? No
Estimated Funds Provided including Title III: 0.00

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 2:24 PM | Last Saved By: Michael Romano

RESOURCE INVENTORY

Agency/Organization: AgeNet
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Digital Heath and wellness program; currently 12 sites
Estimated Dollar Value: 100,000.00
Current Contractor? No

Agency/Organization: CAPS-Community Assistance Program
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Volunteer and fee for service screening and resource listing
Estimated Dollar Value: 5,000.00
Current Contractor? No

Agency/Organization: Greater MV Elder Wellness Council, Inc.
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Program support; expansion,and fund raising
Estimated Dollar Value: 125,000.00
Current Contractor? No

Agency/Organization: OC Youth Bureau-Intergenerational Clean up
Address:
City:
State:
Zip:

Phone:
E-mail:
Services Provided: Leaf raking, bagging, yard clean up. Spring and Fall
Estimated Dollar Value: 2,000.00
Current Contractor? No

Agency/Organization: Oneida County Bldg. - Utica
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Multi purpose senior centers and focal points
Estimated Dollar Value: 5,000.00
Current Contractor? No

Agency/Organization: Oneida County Elder Abuse Coalition
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Elder Abuse Prevention
Estimated Dollar Value: 0.00
Current Contractor? No

Agency/Organization: PrimeTime Senior Publication
Address:
City:
State:
Zip:
Phone:
E-mail:
Services Provided: Public Information-no cost
Estimated Dollar Value: 0.00
Current Contractor? No

Area Agency: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 11:28 AM | Last Saved By: Michael Romano

LEGAL ASSISTANCE

1. Please indicate below whether there are any changes to the legal assistance program case priorities that were listed in the AAA's 2012-16 Four Year Plan and/or those described in a previous annual implementation plan.

[√] There is **no** change in the AAA's legal assistance case priorities for the 2014-15 Plan.

[ ] The legal assistance program case priorities for the 2014-15 Plan have changed as follows:

2. If there are changes to the scope of the program through amendment, additions, or deletions to the case priorities provide a brief explanation of the reason(s) for the change(s).

Area Agency: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 11:36 AM | Last Saved By: Michael Romano

PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL

1a. Provide the following information on Public Hearing(s) held for the SFY 2014-15 planning period.

Location	Date	Number Attending
South Rome Senior Center	11/19/2013	15
West Side Senior Center	11/20/2013	18
Parkway Senior Center	11/21/2013	50
Ava Dorfman Senior Civic Center	12/03/2013	17
		0

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]
○ YES ◉ *NO

Date of notice publication: 11/19/2013

c. Was the proposed Plan or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?
○ YES ◉ *NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of this plan?
◉ YES ○ *NO

If *NO to any of the above please explain:

2. Briefly describe the efforts used in seeking input from those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilties (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/at risk of institutionalization;
- homebound; or
- lesbian, gay, bisexual, and transgender (LGBT).

1. Surveys were chose to ensure that seniors had a method to self-identify elements challenges and unmet needs they face. 2. A Public hearing, community forums, and meetings with older adults were chosen to provide an opportunity for the community at large to provide comment and feedback on the proposed service delivery plan for 2014 and conduct on-site needs assessment surveys. 3. Review of intake statistics and waiting lists were conducted to determine the intensity of community need, departmental capacity, and unmet service needs in Oneida County 4. Case management data, field logs, home visit statistics were reviewed to determine geographic need and client service/case load coverage needs Methods used for targeting purposes: • In

addition to conducting needs assessment surveys to participants of Office for the Aging Public Forums, needs assessment surveys were distributed to consumers living in both urban areas of Utica and Rome as well as all of the rural townships in Oneida County receiving services from OFA/OCC to accomplish targeting individuals who are living in rural areas, homebound, low income, and at-risk of social isolation and institutional placement. • To target those individuals with limited English proficiency advisory council participation from the Mohawk Valley Resource Center for Refugees was accomplished and minutes of each were continuously conducted for insurance of identifying for this segment of Oneida County's elderly population. • To ensure targeting to individuals with hearing and vision impairments participation from representatives of the Resource Center for Independent Living and the Central Association for the Blind was dually represented on the Office for the Aging/Continuing Care Advisory/Long Term Care Council and the Aging and Special Populations subcommittee of the Advisory Council. • Those persons who were institutionalized or at risk of institutionalization were targeted by participation Advisory Council members who represent skilled nursing facilities as well as Office for the Aging/Continuing Care staff participation on Quality Assurance subcommittee of the Advisory Council. Review of data from waiting lists, case management statistics, and Community Living Program (CLP) and Veterans Directed Program (VDHCBS) reports also ensured representation of the needs of those at-risk of institutionalization.

3. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?

Distribution of fliers; a media release; and paid public notice OFA staff distributed material including a service/rate matrix for 2014; program brochures; and a needs assessment survey. A brief presentation was made regarding the services and programs projected for the 2014 program period.

4. Briefly summarize major issues discussed or raised at the public hearings.

Issues and comments from seniors Nutrition Program Related: • Vegetables are overcooked (mentioned 3 different times) • At times, sliced meat tastes like heated sandwich meat with gravy/sauce • Would like liver once in awhile • Would like to have more soup offered on the menu • Lunch programs needs improvement General Services and Programs: • More seniors could use centers if there was transportation available • Dietitian should be more available at centers • Had question on services but did not want a representative to contact • Question regarding medical alert - (referred to NY Connects) • OFA/OCC in Rome in a very poor location • Needs assistance dealing with other agencies to get services Caregiver Comments • Would be helpful to have someone to talk to • The in-home services were helpful when I fell • Taking a break to meet your own needs is important to me • Needs assistance in long term care planning and handling money matters • Needs to get general information about caregiver services and supports

5. List major changes in the Plan resulting from input by attendees at the hearings.
[√] Not applicable, no major change(s)

Major changes in the Plan:

6. Provide the date the Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)]

Date: 01/06/2014

Summarize the comments of the Advisory Council:

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Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 11:37 AM | Last Saved By: Michael Romano

AREA AGENCY PROGRAMS AND SERVICES INFORMATION

NUTRITION SERVICES (Refer to the *Guide for Completion* and 92-TAM-3, 2/26/92 for additional information.)

1. Nutrition services funded under Title III-C, III-E, WIN, CSE, EISEP, other:

a. Are any operational changes in nutrtion sites (INCLUDING RESTAURANTS USED IN A RESTAURANT VOUCHER PROGRAM) or food preparation sites (kitchens, caterers) planned or projected for SFY 2014-15?
○ *YES ◉ NO

If ***YES**, please list the site(s) that are proposed to be changed, the type of change and when the change is projected to take place. List one site per line.

Nutrition Site Changes Roster

No site changes have been entered.

b. Total number of Registered Dietitian (RD) service hours per week planned or projected for SFY 2014-15: 0.00

c. Of the above total: 15.00 hours of RD services are provided by RD who is on staff or is a consultant to the AAA. (Do not include hours of the RD who is employed by a nutrition or meal program provider.)

d. Are there long-term (3 months or more) vacancies in the following positions?

Fulltime oversight staff person ○ ***YES** ◉ NO
Registered Dietitian/Certified Dietician Nutritionist ○ ***YES** ◉ NO

If ***YES**, describe your plan for filling the position(s), including estimated (anticipated) completion date.

Area Agency: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 11:43 AM | Last Saved By: Michael Romano

HEALTH PROMOTION SERVICES

Beginning with federal fiscal year 2012, federal appropriation language requires that Title III-D funding be expended for evidence-based programs/interventions only.

1. For each documented evidence-based nutrition or health promotion program the AAA operates (or plans to implement), please provide the requested information. Each evidence-based program/intervention must meet the criteria for one of three levels (minimal, intermediate or highest-level) established by the Administration on Aging/Administration for Community Living (AoA/ACL).

http://www.aoa.gov/AoARoot/AoA_Programs/HPW/Title_IIID/index.aspx

EVIDENCE-BASED NUTRITION OR HEALTH PROMOTION PROGRAMS
Local program name: Healthy Choices NY
Evidence-based model used: CDSMP
Other Program description:
Date begun or planned to begin: 10/15/11
Partners: OC Health Department; North Utica Comm. Center
Target population: Adults and Elderly
Number of participants: 40

Local program name: Stay Young Strong Bones
Evidence-based model used: Stay Strong Stay Healthy
Other Program description:
Date begun or planned to begin: 1/1/12
Partners: Parkway Center
Target population: Elderly
Number of participants: 100

2. Health Promotions Services funded under **Title III-D (Evidence Based Programs) only:**

[ ] Routine Health Screening
[ ] Medication Management
[ ] Home Injury Control
[ ] Preventive Nutrition Services
[ ] Other (briefly describe):

[ ] Physical Fitness Programs
[ ] Mental Health Services
[ ] Medicare Preventive Services

3. Health Promotions Services funded under **Title III-B, Title III-E, EISEP, CSE, CSI or other funding:**

[ ] Evidence Based
[ ] Routine Health Screening
[ ] Medication Management
[ ] Home Injury Control
[ ] Preventive Nutrition Services
[ ] Other (briefly describe):

[ ] Physical Fitness Programs
[ ] Mental Health Services
[ ] Medicare Preventive Services

Area Agency: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 11:40 AM | Last Saved By: Michael Romano

CAREGIVER SERVICES

TITLE III-E NEW YORK ELDER CAREGIVER SUPPORT PROGRAM (Refer to the *Guide for Completion* and the Standard Assurances.

Services for Caregivers of Adults Who Are 60 and Over and Caregivers for Individuals of Any Age with Alzheimer's Disease or Related Disorder: At least one service under each category must be available to caregivers. Please check the appropriate column for the funding source planned to support the service(s) the AAA intends to provide. When III-E funds are being used (whether the sole source or in combination with other funding sources) (√) the Title III-E box ***only*** and omit listing the other funding sources. "Other" funding sources are required to be identified in the "Other" column; (√) ***only when no Title III-E funds are being used to provide the service.***

SERVICE CATEGORY	FUNDING SOURCES		
	III-E	Other	Identify:
Information			
Outreach	[ ]	[ ]	
Public Information	[√]	[ ]	
Assistance			
Information and Assistance	[√]	[ ]	
Case Management	[ ]	[ ]	
Other, specify:	[ ]	[ ]	
Counseling, Support Groups, Training ***(Only one required, but may provide all three)***			
Counseling	[√]	[ ]	
Support Groups	[√]	[ ]	
Training	[ ]	[ ]	
Respite			
Personal Care Level I	[ ]	[ ]	
Personal Care Level II	[√]	[ ]	
Consumer Directed	[ ]	[ ]	
Home Health Aide	[ ]	[ ]	
In-home Contact and Support *(supervision of care receiver or friendly visiting)*	[ ]	[ ]	
Social Adult Day Care	[√]	[ ]	
Adult Day Health Care Services	[ ]	[ ]	
Overnight Adult Home	[√]	[ ]	
Overnight Nursing Home	[√]	[ ]	
Other, specify:	[ ]	[ ]	
Other, specify:	[ ]	[ ]	
Supplemental Services			
PERS	[ ]	[ ]	
Equipment	[ ]	[ ]	
Home Delivered Meals	[ ]	[ ]	
Transportation	[ ]	[ ]	
Legal Services	[ ]	[ ]	
Assisted Transportation	[ ]	[ ]	
Home Modification	[ ]	[ ]	
Other, specify:	[ ]	[ ]	

2. **Optional Components of Title III-E Caregiver Support Program:** (Check only those services to be funded by Title III-E):

[√] Not Applicable, AAA does not plan to provide any optional components with Title III-E funds.

Services for caregiving grandparents and older relatives (to receive services, grandparents/relatives must be 55 years or older):

[ ] **The AAA does plan to provide services to grandparents/relatives of children age 18 or younger (including persons with disabilities)**
[ ] Information [ ] Assistance [ ] Counseling [ ] Support Groups [ ] Training
[ ] Respite (list types)
[ ] Supplemental Services (list types)

[ ] **The AAA does plan to provide services to grandparents/relatives who provide care to family members with disabilities between the ages of 19-59.**
[ ] Information [ ] Assistance [ ] Counseling [ ] Support Groups [ ] Training
[ ] Respite (list types)
[ ] Supplemental Services (list types)

Caregiver Resource Center (CRC) (applies only to NYS's 17 State Funded Programs)

The AAA has designated a physical location(s) as the CRC ○ YES ◉ NO

Please check the activities that are provided through the CRC*:
[ ] Resource Library
[ ] Training
[ ] Support Groups
[ ] Counseling
[ ] Information & Assistance
[ ] Public Information
[ ] Other: Specify
Specify any special needs populations that will be served:
*Note: All CRC activities continue to be included on **Service Delivery and Resource Allocation Plan - State & All Other Programs -** line 19, 'Caregiver Services'.

Caregiver Services Funded by Other Sources (e.g., Title III-B, CSE, State Respite Grants)

Caregiver Services (**Do not** include Caregiver Services funded with Title III-E or CRC funds)

[ ] Presentation to groups [ ] Training [ ] Support group meetings
[ ] Individual counseling [ ] Resource library
[ ] Other (briefly describe)

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 1:47 PM | Last Saved By: Michael Romano

EMPLOYMENT SERVICES - (Senior Community Service Employment Program [SCSEP] - TITLE V)

1. If the AAA currently does not have a Memorandum of Understanding (MOU) with the local One Stop delivery system please describe the impediments encountered in obtaining one and describe the actions the AAA has taken to address the impediments. If the AAA and One-Stop delivery system have a current MOU, please indicate the date it was signed.

Oneida County Office for the Aging/Continuing Care SCSEP Program currently has an MOU with the Office of Workforce Development which operates the One Stop.

2. If the AAA currently has a waiting list for participation in the SCSEP, how many individuals are on the list? 50

3. Describe the AAA's plan to reach out to minorities in the county?

Oneida County Office for the Aging/Continuing Care SCSEP Program plans to coordinate with the OFA/OCC/NYConnects Outreach Plan and provide mailing to organizations representing minority individuals in the Cities of Utica and Rome. The mailing will include an introductory letter that includes SCESEP program background and information regarding eligibility. This mailing will also provide contact information for those who may be interested in learning more about the program and for community professionals who can serve as referral sources. The SCSEP Program Coordinator will also participate in health fairs and community events targeting low-income minority and non-English speaking persons for the purposes of providing outreach and education about the Oneida County SCSEP Program

4. Describe the AAA's plan for self-evaluation to ensure that the SCSEP will achieve its performance measures for the current and subsequent years.

Development of a monitoring tool: Oneida County OFA/OCC SCSEP Coordinator will develop a monitoring tool to be used to perform and annual contractor evaluation for the Office of Workforce Development. This monitoring tool and procedure will also be designed to monitor each of the SCSEP enrollee sites. Monitoring schedule: A monitoring schedule will be created for the each program period for specifically for the Oneida County SCSEP Program. The monitoring schedule will include a time table for evaluation visits for the Oneida County Office for Workforce Development and the SCSEP enrollee training sites Enrollee Survey: An Oneida County SCSEP enrollee questionnaire will be developed and disseminated to each of the SCSEP enrollee's on an annual basis. The questionnaire will be designed to gather feedback on the effectiveness of the program and to target areas for improvement. Employment training site questionnaire: An Oneida County SCSEP enrollee training site survey will be developed and disseminated to each of the SCSEP training sites on an annual basis. The survey will be designed to gather feedback on the level of satisfaction from each of the training sites, proficiency of the SCSEP enrollee, and to gather suggestions for program modifications and improvement.

5. Please submit an electronic copy of your Participant Handbook for review to Mike Paris at m_paris@ofa.state.ny.us.

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 12:13 PM | Last Saved By: Michael Romano

HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM (HIICAP)

1. Clearly describe how the Program will use the HIICAP funding to provide Medicare counseling and outreach services, such as "Welcome to Medicare" and "Medicare 101" events. Also explain how your outreach efforts will target the lower-income, hard to reach and underserved populations, including those eligible for the Medicare Savings Program (MSP) and/or Low Income Subsidy (LIS).

Oneida County Plans to provide a monthly HIICAP/NYConnects column in the PrimeTime publication. Oneida County HIICAP Program will continue to utilize the Office for the Aging/Continuing Care Digital Health and Wellness program, AgeNet, as a mechanism for outreach and education for persons attending senior centers in Oneida County.

2. Are there any anticipated changes to the following HIICAP components for 4/1/14-3/31/15?

1. Program Coordinator ○ ***YES** ◉ NO
2. Program Operations ○ ***YES** ◉ NO
3. Contractor ○ ***YES** ◉ NO
4. Other ○ ***YES** ◉ NO

If ***YES**, please explain:

3. Please provide the estimated weekly hours that the Coordinator dedicates to the Program: 0.00

4. Provide the days and hours of operation that HIICAP is available to provide Medicare beneficiaries with one-on-one counseling.

Oneida County Office for the Aging/Continuing Care/NYConnects provides Medicare beneficiaries with one on one counseling Monday through Friday between 8:30 and 4:30. The HIICAP Counselor/Coordinator is located at the OFA/OCC Administrative office 120 Airline Street, Oriskany NY and provides telephone HIICAP counseling is available Monday through Friday between the hours of 8:30 to 4:30 as well as back-up for on-site counseling at the HIICAP Counseling Centers. Face to face counseling is available at two locations in Oneida County: Ava Dorfman Senior Citizens Civic Center 305 E. Locust Street Rome, NY 13440. HIICAP hours of availability are Tuesday and Thursday from 10:00 AM to 2:00 PM North Utica Senior Citizens Community Center 50 Riverside Drive Utica, NY 13502. HIICAP hours of availability are Monday; Wednesday; and Friday 10:00 AM to 2:00 PM.

5. The HIICAP Hotline (1-800-701-0501) continues to experience a large increase in call volume. Please describe the AAA's capacity to handle these calls including how the calls are routed within the AAA to ensure that all callers are assisted and Language Accessibility is provided.

Oneida County Office for the Aging/Continuing Care/NYConnects utilizes its NYConnects Intake Unit to receive, screen and triage calls to the HIICAP Counselors to provide HIICAP counseling services. In addition, all calls that are received after business hours are handled thought the OFA/OCC telephone voice mail system to ensure all calls for HIICAP, as well as general information and assistance, are answered and triaged to the respective program voice mailbox. For the purposes of providing HIICAP counseling services to those individuals who are non-English speaking Oneida County contracts with four interpretation services including Multicultural Association of Medical Interpreters of CNY, Inc; Compass Interpreters, through the MV Resource Center for Refugees; Language & Cultural Services, Inc.; and Techno-Logic Solutions, Inc.

6. One of the roles of the HIICAP Coordinator is to find ways to successfully recruit volunteers. Describe the volunteer recruitment efforts during the past year and plans for this current funded year.

Office for the Aging/Continuing Care HIICAP representatives participate in health fairs and senior citizen meetings and events for the purposes of providing information, assistance and volunteer recruitment. In addition the OFA/OCC North Utica Community Center will begin its volunteer recruitment though the OFA/North Utica Senior Center Program known as Senior Community Assistance Program (CAPS).

7. Please enter the number of HIICAP Volunteers that the county currently has: 0

8. Please list all sites (including the AAA office(s), contractors, partners and community agencies) that are utilized by HIICAP trained staff for counseling, enrollment and other HIICAP activities:

Name of Site: Ava Dorfman Senior Citizens Civic
Is Site Paid by State? No
Is there a written contract or MOU? Yes
What is the service area? Rome; Western Oneida County
What services are provided (i.e., counseling, training): HIICAP Counseling

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Name of Site: North Utica Senior Citizens Community Center
Is Site Paid by State? Yes
Is there a written contract or MOU? Yes
What is the service area? Oneida County
What services are provided (i.e., counseling, training): HIICAP Counseling

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Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 1:46 PM | Last Saved By: Michael Romano

SENIOR MEDICARE PATROL PROGRAM (SMP)

1. Briefly describe how the SMP will use fraud and abuse strategies in (1) one-to-one counseling sessions, (2) outreach events and (3) training/education programs.

Oneida County Office for the Aging/Continuing Care HIICAP Program plans to incorporate SMP fraud and abuse education by providing SMP printed educational material to individuals who attend health fairs and informational presentations and workshops sponsored and/or attended by OFA/OCC HIICAP personnel. A SMP CD presentation is also shown by the HIICAP staff at community presentations to create awareness about Medicare fraud as well as educate seniors on how to protect themselves from becoming a victim of fraud and abuse.

2. Briefly describe AAA's plan to use SMP funds to recruit and train new counselors.

Senior Center will be used to recruit and train SMP volunteers. Senior Center Directors will become involved by designation a senior center member to become a SMP volunteer for the HIICAP Program. The Senior Center volunteer can report to the center Director or to the HIICAP Coordinator directly. The Senior Center volunteers will be trained by the HIICAP staff. Senior housing complexes will also become a focal point for recruiting and training SMP volunteers. Senior housing managers will be training in Medicare fraud and will be asked to assist in recruiting tenants to educated in aspects concerning Medicare fraud. HIICAP staff will conduct an information session at the Office for the Aging/Continuing Care Advisory Council meeting to create awareness among its membership. Additionally, the Oneida County HIICAP Program will provide information on Medicare Fraud through the monthly senior publication, PrimeTime, Senior Center Newsletters, and the digital health and wellness program AgeNet.

3. Does the AAA's SMP program currently have volunteers who solely perform SMP work (e.g., not HIICAP too)?
○ *Yes ◉ No

If yes, please specify the number of volunteers who solely perform SMP work. 0

4. Are background checks completed for all SMP volunteers who serve in positions of trust in accordance with NYSOFA instructions? ◉ *Yes ○ No

If the answer is "yes", please describe the process used for the background checks and if the answer is "no", please describe how the AAA will implement a background check process.

The Oneida County OFA/OCC HIICAP programs plans to utilize the background screening procedure currently in place for the Oneida County OFA/OCC/ North Utica Community Center CAPS Program. Company: First Advantage Background Screening Services Type of background check: NationScan Plus - this scan provides a search of the national criminal database and returns both conviction and / or pending charges in its report. The NationScan Plus will develop additional counties or Sex Offender states where derogatory information is found. Average turnaround time is within 1 day. Cost: $10 per check The individual signs a consent form and sends a check in the amount of the $10 for the background check.

5. Please describe the AAA's process for handling SMP calls, including how the calls are routed within the AAA to ensure that all callers are assisted and Language Accessibility is provided.

Oneida County Office for the Aging/Continuing Care/NYConnects utilizes its NYConnects Intake Unit to receive, screen and triage calls to the HIICAP Counselors to provide HIICAP counseling services. This same process will be used for receive SMP calls and referrals. For the purposes of providing HIICAP counseling services and SMP calls from those individuals who are non-English speaking Oneida County contracts with four interpretation services including Multicultural Association of Medical Interpreters of CNY, Inc; Compass Interpreters, through the MV Resource Center for Refugees; Language & Cultural Services, Inc.; and Techno-Logic Solutions, Inc.

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Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 1:49 PM | Last Saved By: Michael Romano

GENERAL SERVICES: Please provide the following information regarding services the area agency intends to administer during the 2014-15 Annual Implementation Plan. Please refer to 11-PI-03, 04/05/11, "Standard Definitions for Services and Units of Service." Brief narrative information regarding agency services may be added, but is not required.

1. **Information and Assistance**

[√] Information
[ ] Tax Counseling
[ ] Other (briefly describe)

[√] Benefits counseling
[√] Case assistance

[√] Referral
[√] Housing assistance

2. **In-Home Contact and Support**

[ ] Friendly visiting
[ ] Telephone reassurance
[√] Other (briefly describe) Bill Payer Assistance; Elder Abuse Prevention

[ ] Shopping assistance
[ ] Supervision services

3. **Outreach**

[√] Face to face

[√] Telephone

4. **Transportation**

a. Service Design

[√] Demand

[ ] Fixed route

b. Type(s) of activities planned for 2014-15:

[√] To medical appointments
[ ] To visit friends & relatives
[ ] Other (briefly describe)

[ ] To program sites & senior centers
[ ] Shopping assistance

5. **Adult Day Services**

[√] Social Adult Day Service
[ ] Adult Day Health Care
[ ] Overnight Respite
[ ] Other (briefly describe)

Narrative Information:

OFA No.32 Rev (03/13)

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 5:12 PM | Last Saved By: Michael Romano

OTHER NYSOFA FUNDING AND SERVICES: Please check the box(es) to indicate programs that your AAA administers and enter the amount of funding anticipated for the coming program period. Include the funding amount on the line indicated under the 'All Other Programs' column of the **Service Delivery and Resource Allocation Plan**.

PROGRAM NAME	SERVICES PROVIDED	FUNDING AMOUNT	'ALL OTHER PROGRAMS' COLUMN - LINE #
[√] Title V	Employment Services	56,211	21 (Other Services)
	Planning/Implementation/Admin.	5,246	22 (Area Plan Admin.)
[ ] Title VII	Ombudsman Services	0	20 (LTC Ombudsman)
[ ] State LTCOP	Ombudsman Services	0	20 (LTC Ombudsman)
[ ] Foster Grandparents	Volunteer Services Program	0	21 (Other Services)
[ ] RSVP	Volunteer Services Program	0	21 (Other Services)
		0	Other: Enter line#:
[ ] Grants-In-Aid	Various	0	Determined by AAA Enter line#(s):
[ ] Caregiver Resource Center (State Funded)	Information & Assistance	0	13 (Information & Assistance)
	Caregiver Services	0	19 (Caregiver Services)
[√] HIICAP/SMP	Health Insurance Information, Counseling and Assistance	35,568	13 (Information & Assistance)
		0	21 (Other Services)
[√] NY Connects/ADRC	Information and Assistance	50,603	13 (Information & Assistance)
	Public Information	0	21 (Other Services)
	Planning/Implementation/Admin.	0	22 (Area Plan Admin.)
[√] MIPPA	Information and Assistance	8,496	13 (Information & Assistance)
	Public Information	0	21 (Other Services)
[√] Systems Integration Grant	Information and Assistance	20,464	13 (Information and Assistance)
	Health Promotion	0	17 (Health Promotion)
	Other Services	161,800	21 (Other Services)
	Administration	0	22 (Area Plan Admin.)
[√] State Funded Transportation	Transportation	6,250	9 (Assisted Transportation)
		6,250	10 (Transportation)
[ ] Other; specify		0	Line #:
[ ] Other; specify		0	Line #:
[ ] Other; specify		0	Line #:
[ ] Other; specify		0	Line #:
[ ] Other; specify		0	Line #:
	TOTAL		350,888

Sub-Totals:
Line 9: 6,250
Line 10: 6,250
Line 13: 115,131
Line 17: 0
Line 19: 0
Line 20: 0
Line 21: 218,011
Line 22: 5,246
GIA: 0
Other lines: 0
Total: 350,888

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 12:29 PM | Last Saved By: Michael Romano

OTHER SERVICES: Complete the following to identify and describe all services/programs included on Line 21 in the Federal, State or Other Funding Columns, on the **"Services Delivery and Resource Allocation"** schedules. Examples might include: senior ID cards, medical equipment loan programs, public information, home modifications, assistive assistive devices/technology, laundry service, also include services purchasd from the AAA etc. See Guide for Completion

Other Services:

Name/Description of Service/Program: VDHCBS- CLP
Directly Provided [ ] Subcontracted [√]
Briefly describe the service: Veterans Directed Come and Community Based Services: Flexible consumer directed services for veterans as referred by the Syracuse VA Medical Center
Amount of Funding for this Service: 75,000
Funding Sources (List all):

Name/Description of Service/Program: MAMI Interpretation Services
Directly Provided [ ] Subcontracted [√]
Briefly describe the service: Medical, legal, and social interpretation services for non-English speaking consumers
Amount of Funding for this Service: 800
Funding Sources (List all): MA

Total Funding for all Other Services: $75,800

OFA No. 32 (Rev. 3/13)

AAA: Oneida- 30
AIP Period: 4/1/14 to 3/31/15*
Original Date Prepared: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/08/2014 at 12:15 PM | Last Saved By: Susie Perritano

New York State Office for the Aging
Service Delivery and Resource Allocation Plan - Federal Programs

Service Categories	Dir	Con	Number of Individuals to be Served	Grand Total Units All sources (Pages 1&2)	Grand Total Funding $ All sources (Pages 1&2)	Title III-B Units	Title III-B Funding $	Title III-C-1 Units	Title III-C-1 Funding $	Title III-C-2 Units	Title III-C-2 Funding $	Title III-D Units	Title III-D Funding $	Title III-E Units (e)	Title III-E Funding $ (e)
1. Personal Care Services															
a. Personal Care Level II(c)	[ ]	[√]	210	22,348	385,500	0	0								
b. Personal Care Level I(c)	[ ]	[ ]	45	4,072	68,000	0	0							174	3,000
2. Consumer Directed In-home Services(c)	[ ]	[√]	33	3,975	47,000	0	0							0	0
3. Home Health Aide(c)	[ ]	[ ]	0	0	0	0	0							0	0
4. Home Delivered Meals	[ ]	[√]	747	170,871	1,225,146									0	0
5. Adult Day Services	[ ]	[√]	57	22,083	265,000	0	0			48,208	345,652			478	3,428
6. Case Management(a)	[√]	[√]	758	44,954	1,101,171	3,935	94,452							83	1,000
7. Congregate Meals (Total)	[ ]	[√]	587	44,000	315,480			44,000	315,480					2,821	69,108
a) NSIP Ineligible Cong.**				200				200						0	0
b) NSIP Eligible Cong.				43,800				43,800						0	
8. Nutrition Counseling	[ ]	[√]	47	52	4,467			21	2,057	15	1,236	0	0	0	
9. Assisted Transportation	[ ]	[√]	162	566	9,000	50	750	0	0(d)					0	0
10. Transportation(a)	[ ]	[√]	162	566	9,000	50	750	0	0 (d)					0	0
11. Legal Assistance(b)	[ ]	[√]	150	416	25,000	416	25,000							0	0
12. Nutrition Education	[ ]	[√]	658	329	19,077			198	4,183	49	6,614			0	0
13. Information & Assistance(a)	[√]	[√]	11,756	58,407	979,044	5,967	108,907	919	15,636 (d)	2,825	48,035 (d)			2,703	54,058
14. Outreach(a)	[ ]	[√]	577	577	26,810	433	21,050	144	5,760 (d)	0	0 (d)			0	0
15. In-Home Contact & Support (c)	[√]	[√]	80	1,264	20,535	0	0	0	0 (d)	0	0 (d)			0	0
16. Sen. Center/Rec & Education	[ ]	[ ]	0	0	0	0	0	0	0 (d)			0	0		
17. Health Promotion	[ ]	[√]	350	1,155	18,479	0	0					1,155	18,479	0	0
18. Personal Emergency Response	[ ]	[√]	251	2,803	72,200	0	0							60	1,500
19. Caregiver Services(c)	[ ]	[√]	25	57	2,560	0	0					0	0	57	2,560
20. LTC Ombudsman	[ ]	[ ]			0		0								
21. Other Services					317,811		800		0		0		0		24,000
22. Area Plan Administration					483,626		76,613		14,202		12,651				13,681
23. Total					5,394,906		328,322		357,318		414,188		18,479		172,335

(a) These services constitute Access services under Title III-B for the purpose of meeting the priority services requirement of 20%.
(b) These services constitute Legal Services under Title III-B for the purpose of meeting the priority services requirement of 7%.
(c) These services constitute In-Home Services under Title III-B for the purpose of meeting the priority services requirement of 2.5%.
(d) See Guide for Completion for limitations on expenditures for Supportive and Access services, (lines 9,10, 13-16) under Title III-C. Line 15, In-Home Contact & Support may only include Shopping Assistance under Titles III-C-1 and III-C-2.
(e) Refer to the Guide for Completion for listing of services included in each of the five Title III-E Service Categories. Supplemental Services are limited to 20% of the total Title III-E budget.
* AIP Period will not correspond with most Federal program periods.
** NSIP - Nutrition Services Incentive Program (formerly Cash-in-Lieu of Commodity Foods)

OFA No. 32 (Rev. 3/13)

AAA: Oneida- 30
AIP Period: 4/1/14 to 3/31/15
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/08/2014 at 12:14 PM | Last Saved By: Susie Perritano

New York State Office for the Aging
Service Delivery and Resource Allocation Plan - State & All Other Programs

Service Categories	EISEP Units	EISEP Funding $	CSE Units	CSE Funding $	CSI Units	CSI Funding $	WIN Units	WIN Funding $	All Other Programs Units	All Other Programs Funding $	All Other Programs Funding Source*
1. Personal Care Services											
a. Personal Care Level II	22,174	$382,500(a)	0	$0							
b. Personal Care Level I	4,072	$68,000(a)	0	$0					0	$0	
2. Consumer Directed In-home Services	3,975	$47,000(a)	0	$0					0	$0	
3. Home Health Aide			0	$0					0	$0	
4. Home Delivered Meals	0	$0(a&b)	0	$0			69,000	$494,730	53,185(c)	$381,336	SNH,VA,PP,FIDMC,OFA
5. Adult Day Services	0	$0(a&b&d)	22,000	$264,000					0	$0	
6. Case Management	13,992	$346,292	1,361	$31,983			1,530	$37,114	21,315	$522,222	M/A CNTY
7. Congregate Meals (Total)	0	$0(a&b)	0	$0			0	$0	0	$0	
a) NSIP Ineligible Meals	0		0				0		0		
b) NSIP Eligible Meals	0		0				0		0		
8. Nutrition Counseling	0	$0(a&b)	0	$0	0	$0	16	$1,174	0	$0	
9. Assisted Transportation	100	$2,000(a&b)	0	$0	0	$0	0	$0	416	$6,250	
10. Transportation	100	$2,000(a&b)	0	$0	0	$0	0	$0	416	$6,250	
11. Legal Assistance			0	$0					0	$0	
12. Nutrition Education			0	$0	0	$0	82	$8,280	0	$0	
13. Information & Assistance			1,656	$27,326	464	$7,542	2,616	$47,105	41,257	$670,435	
14. Outreach			0	$0	0	$0	0	$0	0	$0	
15. In-Home Contact & Support	0	$0(a&b&e)	1,264	$20,535			0	$0	0	$0	
16. Sen. Center/Rec & Education			0	$0	0	$0	0	$0	0	$0	
17. Health Promotion	0	$0(a&b)	0	$0	0	$0			0	$0	
18. Personal Emergency Response	2,743	$70,700(a&b)	0	$0					0	$0	
19. Caregiver Services			0	$0	0	$0			0	$0	
20. LTC Ombudsman										$0	
21. Other Services		$0(a&b)		$0		$0		$0		$293,011	(f)
22. Planning/Implementation/Admin.		$52,282		$52,282		$0		$19,282		$242,635	
Total		$970,774		$396,126		$7,542		$607,685		$2,122,137	

(a) See Guide for Completion for limitations on services provided under EISEP.
(b) See Guide for Completion for information regarding these EISEP services.
(c) Enter the number of LTHHCP (or other non-NSIP eligible) meals 0
(d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: $ 0 Ancillary Services: $ 0
(e) Enter the amount of In-home Contact & Support Services provided as: Non-Institutional Respite: $ 0 Ancillary Services: $ 0
(f) See **Other NYSOFA Funding and Services and Other Services pages**

Other Funding Source Codes

1) Title VII
2) Title V
3) Systems Integration Grant
4) N/A (III-D)
5) CSI
6) State Caregivers (CRC)
7) State LTCOP
8) RSVP
9) State Respite Program
10) HIICAP
11) NY Connects/ADRC
12) Transportation
13) County Funds
14) MIPPA
15) Other, specify VA
16) Other, specify M/A
17) Other, specify
18) Other, specify
19) Other, specify
20) Other, specify
21) Other, specify
22) Other, specify
23) Other, specify
24) Other, specify

OFA No. 32 (Rev. 3/13)

AAA: Oneida- 30
Period: 1/1/14 to 12/31/14
Title III-B Period (if different than above): 01/01/2014 to 12/31/2014
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 5:20 PM | Last Saved By: Susie Perritano

Application For Funding
Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E

Budget Category	Title III-B Area Plan Admin.	Title III-B Services	Total III-B Budget	Title III-C1 Area Plan Admin.	Title III-C1 Services	Total III-C1 Budget	Title III-C2 Area Plan Admin.	Title III-C2 Services	Total III-C2 Budget	Title III-D Budget	Title III-E Area Plan Admin.	Title III-E Services	Total III-E Budget**
1. PERSONNEL	$57,395	$38,738	$96,133	$8,809	$7,904	$16,713	$8,578	$20,774	$29,352	$ 0	$8,985	$9,124	$18,109
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	57,395	38,738	96,133	8,809	7,904	16,713	8,578	20,774	29,352	0	8,985	9,124	18,109
2. FRINGE BENEFITS	17,218	11,621	28,839	2,643	2,371	5,014	2,575	6,232	8,805	0	2,696	2,737	5,433
			30.00%(b)			30.00%(b)			30.00%(b)	0.00%(b)			30.00%(b)
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
4. TRAVEL	0	500	500	0	850	850	0	1,250	1,250	0	0	0	0
5. MAINTENANCE & OPERATIONS	0	13,805	13,805	0	3,899	3,899	0	4,174	4,174	45	0	13,358	13,358
6. OTHER EXPENSES	0	1,940	1,940	0	612	612	0	435	435	110	0	895	895
7. SUBCONTRACTS	2,000	185,105	187,105	2,750	327,480	330,230	1,500	368,672	370,172	18,324	2,000	132,540	134,540
8. FOOD					0	0		0	0			0	0
9. TOTAL BUDGET (Lines 1-8)	$76,613	$251,709	$328,322	$14,202	$343,116	$357,318	$12,651	$401,537	$414,188	$18,479	$13,681	$158,654	$172,335
10. Less Anticipated Income		1,100	1,100		55,880	55,880		61,225	61,225	0		3,500	3,500
11. Less NSIP/COMMODITY FOOD					31,240	31,240		34,228	34,228			0	0
12. NET TOTAL (Line 9 Less Lines 10 & 11)	$76,613	$250,609	$327,222	$14,202	$255,996	$270,198	$12,651	$306,084	$318,735	$18,479	$13,681	$155,154	$168,835
13. FEDERAL FUNDS REQUESTED	57,459.00	221,479.00	278,938.00	10,651.00	218,652.00	229,303.00	9,488.00	275,190.00	284,678.00	16,577.00	10,260.00	116,283.00	126,543.00
	75.0000%(c)	88.3800%(d)		75.0000%(c)	85.4100%(d)		75.0000%(c)	89.9100%(d)		89.7100%(d)	74.9900%(c)	74.9500%(c)	
14. MATCHING FUNDS	19,154.00	29,130.00	48,284.00	3,551.00	37,344.00	40,895.00	3,163.00	30,894.00	34,057.00	1,902.00	3,421.00	38,871.00	42,292.00
	25.0010%	11.6237%		25.0035%	14.5877%		25.0020%	10.0933%		10.2928%	25.0055%	25.0532%	

- (a) Adjustments to Personnel Roster - see Attachment E.
- (b) Composite Fringe Benefit Percentage.
- (c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.
- (d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.
- Line 1 Total APA Personnel expenses: $83767

- **Title III-E Expenditures Grandparents and older relatives Caring for Children Activities: 0.00 0.0000 %
  This service is limited to 10% of the Title III-E federal funds and local match plus income generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59.
- **Title III-E Expenditures Budgeted for Supplemental Services: $0.00 0.0000 %
  This service is limited to 20% of the Title III-E federal funds and local match plus income generated by these services.
- Percent of Federal funds budgeted for Area Plan Administration: $87858.00 9.3861 %
  (See Guide for Completion for further information)

AAA: Oneida- 30
Period: 1/1/14 to 12/31/14
Title III-B Period (if different than above): 01/01/2014 to 12/31/2014
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 4:59 PM | Last Saved By: Michael Romano

-Supporting Budget Schedule - Federal Programs

5. MAINTENANCE & OPERATIONS	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
A. Rental Costs from Rent Allocation Schedule	$10,330	$3,179	$3,179	0	$10,330
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0
D. Equipment Costing Less Than $1,000	0	0	0	0	0
E. Insurance	750	0	0	0	650
F. Photocopying	0	75	95	0	195
G. Postage	625	345	350	45	565
H. Printing	300	100	125	0	317
I. Supplies	250	50	50	0	201
J. Telephone	725	150	375	0	850
K. Other (specify): copier rental	775	0	0	0	250
L. Other (specify): shredding	50	0	0	0	0
M. Other (specify):	0	0	0	0	0
Total Maintenance & Operations	$13,805	$3,899	$4,174	$ 45	$13,358
6. OTHER EXPENSES					
A. Audits	0	0	0	0	0
B. Bonding	0	237	80	0	0
C. Conferences, Seminars & Training	555	125	125	50	100
D. Membership & Subscriptions	585	250	230	60	795
E. Minor Alterations & Renovations	0	0	0	0	0
F. Language Access Services*	800	0	0	0	0
G. Other (specify):	0	0	0	0	0
H. Other (specify):	0	0	0	0	0
Total Other Expenses	$1,940	$ 612	$ 435	$ 110	$ 895

*If the AAA does not expect to incur expenses related to the provision of Language Access Services--question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVES section must be completed.

AAA: Oneida- 30
Period: 1/1/14 to 12/31/14
Title III-B Period (if different than above): 01/01/2014 to 12/31/2014
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 5:16 PM | Last Saved By: Susie Perritano

Supporting Budget Schedule - Federal Programs - cont.

10. ANTICIPATED INCOME		Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
A. Participant Contributions		1,100	55,880	61,225	0	3,500
B. Other Income (specify source):		0	0	0	0	0
Total Income (10A +10B)		1,100	55,880	61,225	0	3,500
13. FEDERAL FUNDS						
A. Carryover*		0.00	0.00	0.00	0.00	0.00
B. Base Allocation		278,938	359,303	154,678	16,577	126,543
C. Transfer From and (To) III-B**			0	0		
D. Transfer From and (To) III-C1**		0		130,000		
E. Transfer From and (To) III-C2**		0	-130,000			
F. Supplement		0	0	0	0	0
Total Federal Funds		$278,938.00	$229,303.00	$284,678.00	$16,577.00	$126,543.00
14. MATCHING FUNDS		Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
Source	(Check if In-Kind)					
County	[ ]	48,284.00	40,895.00	34,057.00	1,902.00	42,292.00
	[ ]	0.00	0.00	0.00	0.00	0.00
	[ ]	0.00	0.00	0.00	0.00	0.00
	[ ]	0.00	0.00	0.00	0.00	0.00
	[ ]	0.00	0.00	0.00	0.00	0.00
Volunteers as Match		0.00	0.00	0.00	0.00	0.00
Total Matching Funds		$48,284.00	$40,895.00	$34,057.00	$1,902.00	$42,292.00

* If Carryover exceeds 7.5% of the previous year's combined total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.
** Provide justification for all transfers in Attachment D.

OFA No. 32 (Rev. 3/13)

AAA: Oneida- 30
Period: 4/1/13 to 3/31/14
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/03/2014 at 10:12 AM | Last Saved By: Susie Perritano

Application for Funding
Summary Budget for EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

Budget Category	EISEP Implementation	EISEP Services Activities	Total EISEP Budget	CSE Planning & Implementation	CSE Community Service Project Activities	Total CSE Budget	CSI Administration	CSI Services Costs	Total CSI Budget	WIN Administration	WIN Service Activities	Total WIN Budget	Total CRC Budget	Total State Transportation Budget
1. PERSONNEL	$38,216	$109,186	$147,402	$33,336	$9,294	$42,630	0	0	$ 0	13,909	34,767	$48,676	0	1,039
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	38,216	109,186	147,402	33,336	9,294	42,630	0	0	0	13,909	34,767	48,676	0	1,039
2. FRINGE BENEFITS	11,466	32,756	44,222	10,001	2,788	12,789	0	0	0	4,173	10,430	14,603	0	312
Fringe Benefits Percent			30.00% (b)			30.00% (b)			0.00% (b)			30.00% (b)	0.00% (b)	30.03% (b)
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0		0(f)
4. TRAVEL	0	0	0	0	0	0	0	0	0	0	1,106	1,106	0	0
5. MAINTENANCE & OPERATIONS	0	22,597	22,597	945	10,141	11,086	0	0	0	0	1,935	1,935	0	162
6. OTHER EXPENSES	0	1,150	1,150	0	490	490	0	0	0	0	725	725	0	0
7. SUBCONTRACTS	2,600	752,803	755,403	8,000	321,131	329,131	0	7,542	7,542	1,200	539,440	540,640	0	14,000
8. FOOD		0	0		0	0					0	0		
9. TOTAL BUDGET (Lines 1-8)	$52,282	$918,492	$970,774	$52,282	$343,844	$396,126	$ 0	$7,542	$7,542	$19,282	$588,403	$607,685	$ 0	$15,513
10. Less Anticipated Income (Not Used as Local Match)		35,000	35,000		3,800	3,800		0	0		87,630	87,630	$ 0	$ 812
11. Less NSIP/COMMODITY FOOD		0	0		0	0					48,990	48,990		
12. NET TOTAL (Line 9 Less Lines 10 & 11)	52,282	883,492	935,774	52,282	340,044	392,326	0	7,542	7,542	19,282	451,783	471,065	0	14,701
13. STATE FUNDS REQUESTED	52,282(c)	662,479(d)	714,761	52,282(c)	254,604(d)	306,886	0(d,e)	5,656(d)	5,656(d)	19,282(e)	451,783	471,065	0	14,701
State Funds Percent		74.98			74.87		0.00	74.99	74.99					
14. MATCHING FUNDS		221,013	221,013		85,440	85,440	0	1,886	1,886	0	0	0		0
Matching Funds percent		25.02			25.13				25.00					

(a) Adjustments to Personnel Roster
(b) Composite Fringe Benefit Percentage
(c) 100% State Reimbursement
(d) 75% State Reimbursement
(e) Limited to 5% of total state funds (WIN and CSI programs)
(f) State Transportation funds may not be utilized to purchase vehicles
EISEP In-Home Services Percentage: 50.99% (EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-home Services only)
EISEP Ancillary Services Percentage: 8.46% (Ancillary services include Adult Day Services not provided as non-institutional respite, HDM, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services)
(See Guide for Completion and the worksheet for additional information.)

AAA: Oneida- 30
Period: 4/1/14 to 3/31/15
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 12/20/2013 at 2:07 PM | Last Saved By: Susie Perritano

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN CRC and State Transportation Programs

5. MAINTENANCE & OPERATIONS	EISEP	CSE	CSI	WIN	CRC	State Transportation
A. Rental Costs from Rent Allocation Schedule	$17,482	$8,741	$ 0	$ 0	$ 0	$ 0
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0	0
D. Equipment Costing Less Than $1,000	0	0	0	0		0
E. Insurance	750	700	0	140	0	0
F. Photocopying	0	0	0	0	0	0
G. Postage	520	225	0	625	0	85
H. Printing	975	115	0	120	0	0
I. Supplies	395	140	0	50	0	77
J. Telephone	1,875	800	0	950	0	0
K. Other (specify): copier rental	425	365	0	50	0	0
L. Other (specify): shredding	175	0	0	0	0	0
M. Other (specify):	0	0	0	0	0	0
Total Maintenance & Operations	$22,597	$11,086	$ 0	$1,935	$ 0	$ 162
6. OTHER EXPENSES						
A. Audits	0	0	0	0	0	0
B. Bonding	0	0	0	250	0	0
C. Conferences, Seminars & Training	0	0	0	0	0	0
D. Membership & Subscriptions	1,150	490	0	475	0	0
E. Minor Alterations & Renovations	0	0	0	0	0	0
F. Language Access Services*	0	0	0	0	0	0
G. Other* (specify):	0	0	0	0	0	0
H. Other* (specify):	0	0	0	0	0	0
Total Other Expenses	$1,150	$ 490	$ 0	$ 725	$ 0	$ 0

*If the AAA does not expect to incur expenses related to the provision of Language Access Services--question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVE Section must be completed.
**Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. G or H unless they are purchased as part of a contract.

AAA: Oneida- 30
Period: 4/1/14 to 3/31/15
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 12/19/2013 at 2:29 PM | Last Saved By: Susie Perritano

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

10. ANTICIPATED INCOME		EISEP	CSE	CSI	WIN	CRC	State Transportation
A. Cost Sharing		34,000	0				
B. Cost Sharing Transferred from EISEP to CSE		0	0				
C. Net Cost Sharing (10A[+ or -]10B)		34,000	0				
D. Participant Contributions		1,000	3,800	0	87,630	0	812
E. Other Income (specify source):		0	0	0	0	0	0
F. Contributions Used as Match		0	0	0			
Total Income (10C+10D+10E-10F)		$35,000	$3,800	$ 0	$87,630	$ 0	$ 812
14. Matching Funds							
Source	Check if In-Kind						
County	[ ]	221,013	85,440	1,886	0		0
	[ ]	0	0	0	0		0
	[ ]	0	0	0	0		0
	[ ]	0	0	0	0		0
Volunteers as Match		0	0	0			
Contributions Used as Match		0	0	0			
Total Matching Funds		$221,013	$85,440	$1,886	$ 0		$ 0

OFA No. 32 (Rev. 3/13)

AAA: Oneida- 30
Period: 4/1/14 to 3/31/15
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Date Last Saved: 01/07/2014 at 5:28 PM | Last Saved By: Susie Perritano

Application For Funding
Summary Budget for HIICAP and Title V

Budget Category	HIICAP	Title V			
		Administration	Enrollee Wages and Fringe Benefits	Program/Other Costs	Total
1. PERSONNEL	0	4,035	0	0	4,035
Adjustments (a)	0	0	0	0	0
Adjusted Personnel	0	4,035	0	0	4,035
2. FRINGE BENEFITS	0	1,211	0	0	1,211
	0.00% (a)	30.01% (a)	0.00% (a)		
3. EQUIPMENT	0	0	0	0	0
4. TRAVEL	0	0	0	155	155
5. MAINTENANCE & OPERATIONS	276	0	0	1,388	1,388
6. OTHER EXPENSES	205	0	0	210	210
7. CONTRACTS	35,592	0	52,058	2,400	54,458
8. FOOD					
9. TOTAL BUDGET (Lines 1-8)	36,073	5,246	52,058	4,153	61,457
10. Less Anticipated Income	505				
11. NET TOTAL (Line 9 Less Line 10)	35,568	5,246	52,058	4,153	61,457
12. FEDERAL/STATE FUNDS REQUESTED	35,568	4,721 (b)	46,852 (c)	3,738	55,311
13. MATCHING FUNDS	0	525	5,206	415	6,146 (d)

(a) Composite Fringe Benefit Percentage.
(b) Federal share of administration is not to exceed 9.45% of the Federal funds requested.
(c) Federal share of Enrollee wages and Fringe Benefits must be at least 75% of the Federal funds requested.
(d) Federal share cannot exceed 90% of the Total Budget (minimum match 10%).

AAA: Oneida- 30
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>

Supporting Budget Schedule for HIICAP and Title V

5. MAINTENANCE & OPERATIONS	HIICAP	Title V
A. Rental Costs from Rent Allocation Schedule	$ 0	$ 397
B. Adjustments to Rental Costs - see Attachment E	0	0
C. Equipment Maintenance	0	0
D. Equipment Costing Less Than $1,000	0	0
E. Insurance	0	0
F. Photocopying	0	55
G. Postage	70	0
H. Printing	72	50
I. Supplies	59	73
J. Telephone	75	525
K. Other (specify): IT support	0	144
L. Other (specify): copier rental	0	144
M. Other (specify):	0	0
Total Maintenance & Operations	276	1,388
6. OTHER EXPENSES		
A. Audits	0	0
B. Bonding	0	0
C. Conferences, Seminars & Training	205	210
D. Membership & Subscriptions	0	0
E. Minor Alterations & Renovations	0	0
F. Language Access Services *	0	0
G. Other (specify):	0	0
H. Other (specify):	0	0
Total Other Expenses	205	210

* If the AAA does not expect to incur expenses related to the provision of Language Access Services --question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVES Section must be completed.

AAA: Oneida- 30
Period: 4/1/14 to 3/31/15
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Date Revised: 01/08/2014
Date Last Saved: 01/07/2014 at 5:24 PM | Last Saved By: Susie Perritano

Supporting Budget Schedule for HIICAP and Title V

10. ANTICIPATED INCOME	HIICAP	Title V
A. Participant Contributions	505	
B. Other Income (specify source):	0	
Total Income (10A +10B)	505	
12. STATE OR FEDERAL FUNDS		
A. Carryover		
B. Base Allocation	35,568	55,311
C. Supplement	0	0
Total State or Federal Funds	35,568	55,311
13. MATCHING FUNDS		
Source (Check if In-Kind)		
county [ ]	0	6,146
[ ]	0	0
[ ]	0	0
[ ]	0	0
[ ]	0	0
Total Matching Funds	0	6,146

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin.(a)	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 WIN		10 OTHER FUNDING	SOURCES (b)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services	Amount / Percentage	
N Allen-Burdick C.***	44,026	8,805	0	6,604	11,007	0	0	0	0	0	4,403	13,207	0	
T Other: Nutrition Services Coordinator	100.00%	20.00%	0.00%	15.00%	25.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	30.00%	0.00%	#16
N Amodio, P.	35,971	9,712	0	0	0	0	0	0	0	0	0	0	26,259	
T Other: Senior Clerk	100.00%	27.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	73.00%	#13
N Arcuri, Terrie	8,978	0	0	0	0	0	90	0	0	0	0	0	8,888	
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	99.00%	#16
N Binney, Sue	34,049	0	0	0	0	0	1,021	6,810	0	0	0	0	26,218	
T Other: Medical Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	20.00%	0.00%	0.00%	0.00%	0.00%	77.00%	#16
N Collandra, Melanie	28,015	2,802	840	0	0	0	840	0	840	0	560	0	22,133	
T Other: Senior Administrative Assistant	100.00%	10.00%	3.00%	0.00%	0.00%	0.00%	3.00%	0.00%	3.00%	0.00%	2.00%	0.00%	79.00%	#13
N DeRosa, D.	61,214	4,285	5,509	0	1,836	0	0	12,243	4,285	0	1,836	0	31,220	
T Other: OCC Nurse Coordinator	100.00%	7.00%	9.00%	0.00%	3.00%	0.00%	0.00%	20.00%	7.00%	0.00%	3.00%	0.00%	51.00%	#16
N Franco, Linda	29,510	0	0	0	0	0	0	2,951	0	0	0	0	26,559	
T Other: Medical Worker	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	90.00%	#16
N Gorczynski L.	50,676	3,547	0	0	1,520	0	0	10,135	3,547	0	1,520	0	30,407	
T Other: OCC Nurse Coordinator	100.00%	7.00%	0.00%	0.00%	3.00%	0.00%	0.00%	20.00%	7.00%	0.00%	3.00%	0.00%	60.00%	#16
N Hanrahan, J.	48,952	5,874	0	0	0	0	0	0	0	0	0	2,448	40,630	
T Other: Sr Administrative Assistant	100.00%	12.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.00%	83.00%	#2 #13
Subtotal Page 1	341,391	35,025	6,349	6,604	14,363	0	1,951	32,139	8,672	0	8,319	15,655	212,314	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
For Positions used as In-Kind, note with (*) .
AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***).

Other Funding Source Codes)

1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17)	21)
2) Title V	6) State Caregivers (CRC)	10) HIICAP	14) MIPPA	18)	22)
3) Systems Integration Grant	7) State LTCOP	11) NY Connects/ADRC	15) VA	19)	23)
4) N/A (III-D)	8) RSVP	12) Transportation	16) M/A	20)	24)

GRAND TOTAL	1,141,882	83,767	38,738	7,904	20,774	9,124	38,216	109,186	33,336	9,294	13,909	34,767	742,867	

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin.(a)	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 WIN		10 OTHER FUNDING	SOURCES (b)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services	Amount Percentage	
N Heitzman, Keith	21,806	2,399	0	0	0	0	654	0	2,835	0	654	0	15,264	#13
T Other: Senior Account Clerk	100.00%	11.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	13.00%	0.00%	3.00%	0.00%	70.00%	
N Jarosz, John Sr.	26,950	0	7,277	0	0	1,348	0	6,468	0	0	0	4,043	7,814	#16
T Social Worker	100.00%	0.00%	27.00%	0.00%	0.00%	5.00%	0.00%	24.00%	0.00%	0.00%	0.00%	15.00%	28.99%	
N Kotary-Piersma, T.	41,401	0	0	0	0	0	0	0	0	0	0	0	41,401	#16
T Other: Data Processing Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N Lewis, G.	8,978	0	0	0	0	0	0	0	0	0	0	0	8,978	#13
T Clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N Marafioti, L.	48,452	0	2,423	0	0	0	0	7,268	0	0	0	0	38,761	#16
T Other: OCC Program Nurse	100.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	80.00%	
N Mather, Ruth	4,925	0	0	0	0	0	0	0	0	0	0	0	4,925	#13
T Other: PArt time clerk	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N Nunez, Ruben	26,004	3,901	0	1,300	0	0	0	0	780	0	1,300	0	18,723	#13
T Other: Principal Account Clerk	100.00%	15.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	3.00%	0.00%	5.00%	0.00%	72.00%	
N Pandolf, K.	52,739	0	3,692	0	0	0	0	5,274	0	0	0	0	43,773	#16
T Other: OCC Program Nurse	100.00%	0.00%	7.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	83.00%	
N Perritano, S.	51,941	16,102	0	0	0	0	7,791	0	5,194	0	3,636	1,039	18,179	#2 #12 #13
T Other: Administrative Officer	100.00%	31.00%	0.00%	0.00%	0.00%	0.00%	15.00%	0.00%	10.00%	0.00%	7.00%	2.00%	35.00%	
Subtotal Page 2	283,196	22,402	13,392	1,300	0	1,348	8,445	19,010	8,809	0	5,590	5,082	197,818	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
For Positions used as In-Kind, note with (*)
AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***).

Other Funding Source Codes)

1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17)	21)
2) Title V	6) State Caregivers (CRC)	10) HIICAP	14) MIPPA	18)	22)
3) Systems Integration Grant	7) State LTCOP	11) NY Connects/ADRC	15) VA	19)	23)
4) N/A (III-D)	8) RSVP	12) Transportation	16) M/A	20)	24)

GRAND TOTAL	1,141,882	83,767	38,738	7,904	20,774	9,124	38,216	109,186	33,336	9,294	13,909	34,767	742,867	

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin.(a)	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 WIN		10 OTHER FUNDING	SOURCES (b)
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services	Amount / Percentage	
N Pomeroy, H.	49,978	2,999	0	0	0	0	4,998	4,998	1,999	0	0	0	34,984	#16
T Other: Seior Social Worker	100.00%	6.00%	0.00%	0.00%	0.00%	0.00%	10.00%	10.00%	4.00%	0.00%	0.00%	0.00%	70.00%	
N Rashid, S.	36,638	0	5,496	0	0	0	0	1,832	0	0	0	1,832	27,478	#16
T Social Worker	100.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%	5.00%	75.00%	
N Roach-King, J.	59,511	5,356	0	0	0	0	4,761	3,571	0	0	0	0	45,823	#16
T Other: Program Analyst	100.00%	9.00%	0.00%	0.00%	0.00%	0.00%	8.00%	6.00%	0.00%	0.00%	0.00%	0.00%	77.00%	
N Roman, I.	53,731	0	3,761	0	0	0	0	5,373	0	0	0	0	44,597	#16
T Other: OCC Program Nurse	100.00%	0.00%	7.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	83.00%	
N Romano, M.	69,202	11,072	0	0	0	0	4,844	0	3,460	0	0	0	49,826	#13
T Director	100.00%	16.00%	0.00%	0.00%	0.00%	0.00%	7.00%	0.00%	5.00%	0.00%	0.00%	0.00%	72.00%	
N Sears, L.	62,326	3,740	0	0	1,870	0	3,116	10,595	3,116	0	0	3,116	36,773	#16
T Other: Case Supervisor, Grade B	100.00%	6.00%	0.00%	0.00%	3.00%	0.00%	5.00%	17.00%	5.00%	0.00%	0.00%	5.00%	59.00%	
N Smith, K.	32,875	0	658	0	0	0	0	8,219	0	0	0	0	23,998	#16
T Other: OCC Program Nurse	100.00%	0.00%	2.00%	0.00%	0.00%	0.00%	0.00%	25.00%	0.00%	0.00%	0.00%	0.00%	73.00%	
N Sterling, D.	45,655	0	4,566	0	2,283	2,283	0	10,044	0	913	0	4,566	21,000	#16
T Social Worker	100.00%	0.00%	10.00%	0.00%	5.00%	5.00%	0.00%	22.00%	0.00%	2.00%	0.00%	10.00%	46.00%	
N VACANT	35,262	3,173	0	0	0	0	2,821	2,116	0	705	0	0	26,447	#16
T Other: Program Analyst	100.00%	9.00%	0.00%	0.00%	0.00%	0.00%	8.00%	6.00%	0.00%	2.00%	0.00%	0.00%	75.00%	
Subtotal Page 3	445,178	26,340	14,481	0	4,153	2,283	20,540	46,748	8,575	1,618	0	9,514	310,926	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
For Positions used as In-Kind, note with (*)
AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***).

Other Funding Source Codes)

1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17)	21)
2) Title V	6) State Caregivers (CRC)	10) HIICAP	14) MIPPA	18)	22)
3) Systems Integration Grant	7) State LTCOP	11) NY Connects/ADRC	15) VA	19)	23)
4) N/A (III-D)	8) RSVP	12) Transportation	16) M/A	20)	24)

GRAND TOTAL	1,141,882	83,767	38,738	7,904	20,774	9,124	38,216	109,186	33,336	9,294	13,909	34,767	742,867	

PERSONNEL ROSTER

Complete For Each Position [N] Name [T] Title	1 Annual Salary	2 Title-III Area Plan Admin.[a]	3 Title III-B Services	4 Title III-C1 Services	5 Title III-C2 Services	6 Title III-E Services	7 EISEP		8 CSE		9 WIN		10 OTHER FUNDING	SOURCES [b]
							7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services	Amount Percentage	
N Vangorder, J.	26,962	0	0	0	0	3,235	7,280	0	7,280	0	0	0	9,167	
T Other: Aging Services Aide	100.00%	0.00%	0.00%	0.00%	0.00%	12.00%	27.00%	0.00%	27.00%	0.00%	0.00%	0.00%	34.00%	#16
N Volunteers Used As Match	0	0	0	0	0	0	0	0	0	0	0	0	0	
T Volunteers Used As Match	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
N Wu-Benson, P.	45,155	0	4,516	0	2,258	2,258	0	11,289	0	7,676	0	4,516	12,642	
T Social Worker	100.00%	0.00%	10.00%	0.00%	5.00%	5.00%	0.00%	25.00%	0.00%	17.00%	0.00%	10.00%	28.00%	#16
N														
T	%	%	%	%	%	%	%	%	%	%	%	%	%	
N														
T	%	%	%	%	%	%	%	%	%	%	%	%	%	
N														
T	%	%	%	%	%	%	%	%	%	%	%	%	%	
N														
T	%	%	%	%	%	%	%	%	%	%	%	%	%	
N														
T	%	%	%	%	%	%	%	%	%	%	%	%	%	
N														
T	%	%	%	%	%	%	%	%	%	%	%	%	%	
N														
T	%	%	%	%	%	%	%	%	%	%	%	%	%	
Subtotal Page 4	72,117	0	4,516	0	2,258	5,493	7,280	11,289	7,280	7,676	0	4,516	21,809	

(a) This column includes Area Plan Administration salaries budgeted under Title III-B, III-C1, III-C2, and/or III-E.
For Positions used as In-Kind, note with (*)
AAA staff designated or responsible for nutrition program oversight and/or operations, note with (***).

Other Funding Source Codes)

1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17)	21)
2) Title V	6) State Caregivers (CRC)	10) HIICAP	14) MIPPA	18)	22)
3) Systems Integration Grant	7) State LTCOP	11) NY Connects/ADRC	15) VA	19)	23)
4) N/A (III-D)	8) RSVP	12) Transportation	16) M/A	20)	24)

GRAND TOTAL	1,141,882	83,767	38,738	7,904	20,774	9,124	38,216	109,186	33,336	9,294	13,909	34,767	742,867	

OFA No. 32 (Rev. 3/13)

AAA: Oneida
Period: 4/1/14 to 3/31/15
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 12/06/2013 at 12:31 PM | Last Saved By: Susie Perritano

EQUIPMENT SCHEDULE*

Equipment Item (Unit cost or annual rental of $1,000 or more)	1 Quantity	2 Unit Price	3 Total Cost (1 x 2)	4 Title III-B Cost	5 Title III-C1 Cost	6 Title III-C2 Cost	7 Title III-D Cost	8 Title III-E Cost	9 EISEP Cost	10 CSE Cost	11 WIN Cost	12 Other Funding Sources**	Amount
Equipment Item - (Unit cost or annual rental of $1,000 or less) specify type:													
PAGE TOTAL													

* AAAs should not include items purchased as EISEP ancillary services. These items should be included on the State Supporting Budget Schedule 1 for EISEP, CSE, CSI, WIN, CRC and State Transportation under 6 Other Expenses, lines F through H.
** Specifics on equipment charged to the 'Other Funding' category, i.e. HIICAP, Title V, etc. must also be included in the supporting budget portion of the other program's grant application.

Other Funding Source Codes

1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17)	21)
2) Title V	6) State Caregivers (CRC)	10) HIICAP	14) MIPPA	18)	22)
3) Systems Integration Grant	7) State LTCOP	11) NY Connects/ADRC	15) VA	19)	23)
4) N/A (III-D)	8) RSVP	12) Transportation	16) M/A	20)	24)

GRAND TOTAL												

OFA No. 32 (Rev. 3/13)

AAA: Oneida
Period: 4/1/14 to 3/31/15
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 12/26/2013 at 12:12 PM | Last Saved By: Susie Perritano

RENT ALLOCATION SCHEDULE

Complete For Each Location	1 Annual Cost	2 Title III-B	3 Title III-C1	4 Title III-C2	5 Title III-E	6 EISEP	7 CSE	8 WIN	9 OTHER FUNDING Source(s)** Amount
Address: 120 Airline Street, Suite 201, Oriskany, NY 13424									
Owner: Oneida County									#2 #11 #16
Annual Rent: 79,464	79,464	10,330	3,179	3,179	10,330	17,482	8,741	0	26,223
Maint.-in-Lieu: 0	100.00%	13.00%	4.00%	4.00%	13.00%	22.00%	11.00%	0.00%	33.00%
Address:									
Owner:									
Annual Rent:									
Maint.-in-Lieu:									
Address:									
Owner:									
Annual Rent:									
Maint.-in-Lieu:									
Address:									
Owner:									
Annual Rent:									
Maint.-in-Lieu:									
Address:									
Owner:									
Annual Rent:									
Maint.-in-Lieu:									
Subtotal Page 1	79,464	10,330	3,179	3,179	10,330	17,482	8,741	0	26,223

For Locations Used as In-Kind, Note with Asterisk (*).
** 'Other Funding' Source Codes:

Other Funding Source Codes

1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17)	21)
2) Title V	6) State Caregivers (CRC)	10) HIICAP	14) MIPPA	18)	22)
3) Systems Integration Grant	7) State LTCOP	11) NY Connects/ADRC	15) VA	19)	23)
4) N/A (III-D)	8) RSVP	12) Transportation	16) M/A	20)	24)

OFA No. 32 (Rev. 3/13)

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RENT ALLOCATION SCHEDULE

Complete For Each Location	1 Annual Cost	2 Title III-B	3 Title III-C1	4 Title III-C2	5 Title III-E	6 EISEP	7 CSE	8 WIN	9 OTHER FUNDING Source(s)** Amount
Address: 120 Airline Street, Suite 201, Oriskany, NY 13424									
Owner: Oneida County									#2 #11 #16
Annual Rent: 79,464	79,464	10,330	3,179	3,179	10,330	17,482	8,741	0	26,223
Maint.-in-Lieu: 0	100.00%	13.00%	4.00%	4.00%	13.00%	22.00%	11.00%	0.00%	33.00%
Address:									
Owner:									
Annual Rent:									
Maint.-in-Lieu:									
Address:									
Owner:									
Annual Rent:									
Maint.-in-Lieu:									
Address:									
Owner:									
Annual Rent:									
Maint.-in-Lieu:									
Address:									
Owner:									
Annual Rent:									
Maint.-in-Lieu:									
Subtotal Page 1	79,464	10,330	3,179	3,179	10,330	17,482	8,741	0	26,223

For Locations Used as In-Kind, Note with Asterisk (*).
** 'Other Funding' Source Codes:

Other Funding Source Codes

1) Title VII	5) CSI	9) State Respite Program	13) County Funds	17)	21)
2) Title V	6) State Caregivers (CRC)	10) HICAP	14) MIPPA	18)	22)
3) Systems Integration Grant	7) State LTCOP	11) NY Connects/ADRC	15) VA	19)	23)
4) N/A (III-D)	8) RSVP	12) Transportation	16) M/A	20)	24)

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

			III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Alzheimers Association, Inc **Contractor Code: 30041** **E-Mail Address:** **Minority Contractor:**	[ ] Yes	[X] No	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$24,000 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$24,000 Services to be provided: 1 (Must be completed)
Rural Contractor:	[ ] Yes	[X] No											
Number of contracts, (State & Federal), with this contractor:		[1]											
Contract is:													
Active:	[X] Yes	[ ] No											
New:	[ ] Yes	[X] No											
Name: Ava Dorfman Sr Cit Center **Contractor Code: 30013** **E-Mail Address:** **Minority Contractor:**	[ ] Yes	[X] No	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$56,500 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$56,500 Services to be provided: 1 (Must be completed)
Rural Contractor:	[ ] Yes	[X] No											
Number of contracts, (State & Federal), with this contractor:		[1]											
Contract is:													
Active:	[X] Yes	[ ] No											
New:	[ ] Yes	[X] No											
Name: Bishop, Kathleen **Contractor Code: 30069** **E-Mail Address:** **Minority Contractor:**	[ ] Yes	[X] No	$17,050 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$2,750 Services to be provided: 1 (Must be completed)	$19,800 Services to be provided: 2 (Must be completed)
Rural Contractor:	[ ] Yes	[X] No											
Number of contracts, (State & Federal), with this contractor:		[1]											
Contract is:													
Active:	[X] Yes	[ ] No											
New:	[ ] Yes	[X] No											

PAGE 1 SUBTOTAL	$17,050	$ 0	$ 0	$ 0	$24,000	$ 0	$56,500	$ 0	$ 0	$2,750	$100,300
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

Name: Caregivers dba Homemakers **Contractor Code: 30001** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $1,000 Services to be provided: 1 (Must be completed)	**EISEP** $96,500 Services to be provided: 2 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $97,500 Services to be provided: 3 (Must be completed)
Name: Cathie Lee's Home Health CareProviders **Contractor Code: 30036** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $55,000 Services to be provided: 2 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $55,000 Services to be provided: 2 (Must be completed)
Name: Darman,Pamela G. RD/MPS **Contractor Code: 30033** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [ ] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $12,000 Services to be provided: 3 (Must be completed)	**III-C2** $7,850 Services to be provided: 2 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $9,454 Services to be provided: 2 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $29,304 Services to be provided: 7 (Must be completed)

PAGE 2 SUBTOTAL	$ 0	$12,000	$7,850	$ 0	$1,000	$151,500	$ 0	$ 0	$9,454	$ 0	$181,804
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

Name: Family Home Care **Contractor Code: 30002** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [ ] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $77,000 Services to be provided: 2 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $77,000 Services to be provided: 2 (Must be completed)
Name: Giruzzi, Joseph, Esq. **Contractor Code: 30051** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [ ] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $12,500 Services to be provided: 1 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $12,500 Services to be provided: 1 (Must be completed)
Name: Greater Mohawk Valley Community & Elderwellness Co **Contractor Code: 30063** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [3] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $55,000 Services to be provided: 4 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $75,000 Services to be provided: 3 (Must be completed)	**TOTAL** $130,000 Services to be provided: 7 (Must be completed)

PAGE 3 SUBTOTAL	$12,500	$ 0	$ 0	$ 0	$ 0	$132,000	$ 0	$ 0	$ 0	$75,000	$219,500
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

Name: Healthcare Monitoring, Inc **Contractor Code: 30052** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $1,000 Services to be provided: 2 (Must be completed)	**EISEP** $44,000 Services to be provided: 1 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $45,000 Services to be provided: 3 (Must be completed)
Name: Koniewicz–Everett, Susan **Contractor Code: 30076** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $4,000 Services to be provided: 1 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $4,000 Services to be provided: 1 (Must be completed)
Name: Legal Aid Society **Contractor Code: 30020** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $12,500 Services to be provided: 1 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $12,500 Services to be provided: 1 (Must be completed)

PAGE 4 SUBTOTAL	$16,500	$ 0	$ 0	$ 0	$1,000	$44,000	$ 0	$ 0	$ 0	$ 0	$61,500
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

			III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Lifeline Systems, Inc **Contractor Code: 30031** **E-Mail Address:** **Minority Contractor:** **Rural Contractor:** **Number of contracts, (State & Federal), with this contractor:** **Contract is:** **Active:** **New:**	[ ] Yes [ ] Yes [X] Yes [ ] Yes	[X] No [X] No [1] [ ] No [X] No	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$1,200 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$1,200 Services to be provided: 1 (Must be completed)
Name: Lutheran Home **Contractor Code: 30021** **E-Mail Address:** **Minority Contractor:** **Rural Contractor:** **Number of contracts, (State & Federal), with this contractor:** **Contract is:** **Active:** **New:**	[ ] Yes [ ] Yes [X] Yes [ ] Yes	[X] No [X] No [1] [ ] No [X] No	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$39,000 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$39,000 Services to be provided: 1 (Must be completed)
Name: Neighborhood Center, Inc **Contractor Code: 30077** **E-Mail Address:** **Minority Contractor:** **Rural Contractor:** **Number of contracts, (State & Federal), with this contractor:** **Contract is:** **Active:** **New:**	[ ] Yes [ ] Yes [X] Yes [ ] Yes	[X] No [X] No [1] [ ] No [X] No	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$2,560 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$2,560 Services to be provided: 1 (Must be completed)

PAGE 5 SUBTOTAL	$ 0	$ 0	$ 0	$ 0	$2,560	$1,200	$39,000	$ 0	$ 0	$ 0	$42,760
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

Name: North Utica Senior Citizens Recreation Center, Inc **Contractor Code: 30045** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [2] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $137,555 Services to be provided: 2 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $15,170 Services to be provided: 1 (Must be completed)	**III-D** $4,324 Services to be provided: 1 (Must be completed)	**III-E** $95,552 Services to be provided: 2 (Must be completed)	**EISEP** $176,603 Services to be provided: 1 (Must be completed)	**CSE** $49,131 Services to be provided: 3 (Must be completed)	**CSI** $7,542 Services to be provided: 1 (Must be completed)	**WIN** $35,256 Services to be provided: 2 (Must be completed)	**OTHER** $447,677 Services to be provided: 3 (Must be completed)	**TOTAL** $968,810 Services to be provided: 16 (Must be completed)
Name: Oneida County Office of Workforce Development **Contractor Code: 30004** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $51,324 Services to be provided: 1 (Must be completed)	**TOTAL** $51,324 Services to be provided: 1 (Must be completed)
Name: Parkway Senior Center **Contractor Code: 30030** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [3] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $1,500 Services to be provided: 2 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $14,000 Services to be provided: 1 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $8,000 Services to be provided: 1 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $20,300 Services to be provided: 3 (Must be completed)	**TOTAL** $43,800 Services to be provided: 7 (Must be completed)

PAGE 6 SUBTOTAL	$139,055	$ 0	$15,170	$18,324	$95,552	$176,603	$57,131	$7,542	$35,256	$519,301	$1,063,934
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

Name: PeerPlace, Inc. **Contractor Code: 30072** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $2,000 Services to be provided: 1 (Must be completed)	**III-C1** $2,750 Services to be provided: 1 (Must be completed)	**III-C2** $1,500 Services to be provided: 1 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $3,500 Services to be provided: 1 (Must be completed)	**EISEP** $2,600 Services to be provided: 1 (Must be completed)	**CSE** $8,000 Services to be provided: 1 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $1,200 Services to be provided: 1 (Must be completed)	**OTHER** $24,450 Services to be provided: 1 (Must be completed)	**TOTAL** $46,000 Services to be provided: 8 (Must be completed)
Name: Presbyterian Home **Contractor Code: 30009** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $69,500 Services to be provided: 1 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $69,500 Services to be provided: 1 (Must be completed)
Name: Prestige Services, Inc. **Contractor Code: 30022** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $315,480 Services to be provided: 1 (Must be completed)	**III-C2** $345,652 Services to be provided: 1 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $3,428 Services to be provided: 1 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $494,730 Services to be provided: 1 (Must be completed)	**OTHER** $377,500 Services to be provided: 1 (Must be completed)	**TOTAL** $1,536,790 Services to be provided: 5 (Must be completed)

PAGE 7 SUBTOTAL	$2,000	$318,230	$347,152	$ 0	$6,928	$2,600	$77,500	$ 0	$495,930	$401,950	$1,652,290
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

Name: Resource Centerfor Independent Living **Contractor Code: 30015** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $1,000 Services to be provided: 1 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $99,000 Services to be provided: 1 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $100,000 Services to be provided: 2 (Must be completed)
Name: Response 4 Help -formerly Response Link **Contractor Code: 30059** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 500 Services to be provided: 1 (Must be completed)	**EISEP** $25,500 Services to be provided: 1 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $26,000 Services to be provided: 2 (Must be completed)
Name: SUNY @ Albany **Contractor Code: 30068** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [2] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $ 0 Services to be provided: 0 (Must be completed)	**EISEP** $ 0 Services to be provided: 0 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $154,000 Services to be provided: 1 (Must be completed)	**TOTAL** $154,000 Services to be provided: 1 (Must be completed)

PAGE 8 SUBTOTAL	$ 0	$ 0	$ 0	$ 0	$1,500	$25,500	$99,000	$ 0	$ 0	$154,000	$280,000
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

For each contract:
o Check if contract is active
o Enter the dollar amount planned for each funding category (Federal, State, Other) and applicable service(s) for each

Contract Roster

Name: U.S. Care **Contractor Code: 30006** **E-Mail Address:** **Minority Contractor:** [ ] Yes [X] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No	**III-B** $ 0 Services to be provided: 0 (Must be completed)	**III-C1** $ 0 Services to be provided: 0 (Must be completed)	**III-C2** $ 0 Services to be provided: 0 (Must be completed)	**III-D** $ 0 Services to be provided: 0 (Must be completed)	**III-E** $2,000 Services to be provided: 2 (Must be completed)	**EISEP** $222,000 Services to be provided: 2 (Must be completed)	**CSE** $ 0 Services to be provided: 0 (Must be completed)	**CSI** $ 0 Services to be provided: 0 (Must be completed)	**WIN** $ 0 Services to be provided: 0 (Must be completed)	**OTHER** $ 0 Services to be provided: 0 (Must be completed)	**TOTAL** $224,000 Services to be provided: 4 (Must be completed)
Name: **Contrator Code:** **Minority Contractor:** [ ] Yes [ ] No **Rural Contractor:** [ ] Yes [ ] No **Number of contracts, (State & Federal), with this contractor:** [ ] **Contract is:** **Active:** [ ] Yes [ ] No **New:** [ ] Yes [ ] No	**III-B** $_____ Services to be provided: (Must be completed)	**III-C1** $_____ Services to be provided: (Must be completed)	**III-C2** $_____ Services to be provided: (Must be completed)	**III-D** $_____ Services to be provided: (Must be completed)	**III-E** $_____ Services to be provided: (Must be completed)	**EISEP** $_____ Services to be provided: (Must be completed)	**CSE** $_____ Services to be provided: (Must be completed)	**CSI** $_____ Services to be provided: (Must be completed)	**SNAP** $_____ Services to be provided: (Must be completed)	**OTHER** $_____ Services to be provided: (Must be completed)	**TOTAL** $_____ Services to be provided: (Must be completed)
Name: **Contrator Code:** **Minority Contractor:** [ ] Yes [ ] No **Rural Contractor:** [ ] Yes [ ] No **Number of contracts, (State & Federal), with this contractor:** [ ] **Contract is:** **Active:** [ ] Yes [ ] No **New:** [ ] Yes [ ] No	**III-B** $_____ Services to be provided: (Must be completed)	**III-C1** $_____ Services to be provided: (Must be completed)	**III-C2** $_____ Services to be provided: (Must be completed)	**III-D** $_____ Services to be provided: (Must be completed)	**III-E** $_____ Services to be provided: (Must be completed)	**EISEP** $_____ Services to be provided: (Must be completed)	**CSE** $_____ Services to be provided: (Must be completed)	**CSI** $_____ Services to be provided: (Must be completed)	**SNAP** $_____ Services to be provided: (Must be completed)	**OTHER** $_____ Services to be provided: (Must be completed)	**TOTAL** $_____ Services to be provided: (Must be completed)

PAGE 9 SUBTOTAL	$ 0	$ 0	$ 0	$ 0	$2,000	$222,000	$ 0	$ 0	$ 0	$ 0	$224,000
GRAND TOTAL	$187,105	$330,230	$370,172	$18,324	$134,540	$755,403	$329,131	$7,542	$540,640	$1,153,001	$3,826,088

AAA: Oneida
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 2:04 PM | Last Saved By: Michael Romano

ATTACHMENT CHECK LIST

Check [√] attachments included with this Plan.

Forms are provided for Attachments B, C, D, E, and F.

Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.

[√] **ATTACHMENT A:** Standard Assurances - The AAA Director has reviewed the Standard Assurances.

Note: The general certification and approval for the Standard Assurances is now included on the **PLAN REVIEW AND APPROVAL** page.

[√] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** AAA.

[√] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This **must** be completed and returned by **each** AAA.

[√] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[√] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy
Adjustments to Personnel Roster and Rent Allocation Schedule

[√] **ATTACHMENT F:** Volunteers Used as Match

OFA No.32 Rev (03/13)

AAA: Oneida
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/03/2014 at 10:27 AM | Last Saved By: Susie Perritano

ATTACHMENT B

PRIORITY SERVICES EXPENDITURE REPORT

Instructions: Using actual expenditures for the period, October 1, 2012 - September 30, 2013, submit this completed and certified report with the 2013-14 Plan. **To access the on-line expenditure report, return to the NYSOFA Budgeting and Reporting Systems Main Menu, click on CAARS Quarterly, select any period, and click "Go To Report". On the CAARS Quarterly Main Menu, under "Tools", click on "Go To Reports". Select beginning period October 1, 2012; Select ending Period of September 30, 2013; then click Expenditures Report. A PDF version of the report will generate in a separate window for your review.**

Please see *Guide for Completion*

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:
Row 1. **Access**: transportation, outreach, information and assistance, case management
Row 2. **In-home**: personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services
Row 3. **Legal**: legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PI-52, 12/29/94.)
Row 4. **All Other Services**: necessary to sum total services dollars expended.
Row 5. **Subtotal**: all services dollars expended.
Row 6. **Over Match**: must be removed from total.
Row 7. Total: [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

If the percentage in Column B meets the minimum required percentage STOP do not continue.

If it does not, then continue in Column C. Include only the required amount from CSE and/or WIN expenditures **required** to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

Notes:

[S] Include WIN dollars for Access **only**.
[H] Includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services **only**.

Column D: add Columns A and C for Lines 1, 2 & 3.
Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/WIN amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

Category & Minimum Required Percentage	(A) III-B Services Expenditures	(B) Percent (A)/[T]	(C) CSE (& WIN for Access)	(D) Services Combined Total (A) + (C)	(E) Percent (D)/{[T]+(C)}
1. Access 20.0%	234,878.00	82.52	0.00 [S]	234,878.00	82.52
2. In-Home 2.5%	0.00	0.00	7,486.00 [H]	7,486.00	2.56
3. Legal 7.0%	23,888.00	8.39	0.00	23,888.00	8.39
4. All Other Services	0.00				
5. Subtotal	258,766.00				
6. Over Match (-)	-25,877.00				
7. Total	284,643.00 [T]				

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 2:01 PM | Last Saved By: Michael Romano

ATTACHMENT C
Program Design Modifications

All AAAs should carefully review this form and the Guide for Completion

PURPOSE

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for periods covered by future Plans (e.g. an RFP to be held in SFY 2014-2015 that will result in a major change in services or providers in SFY 2015-2016).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

DEFINITIONS

Program Design Modification: Refers to a Major Change, New Direct Service or New Activity.

Major Change(s): Refers to a proposed change(s) in program design for SFY 2014-2015 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for periods covered by future Plans that will have a significant impact on service delivery to older adults.

Significant Impact: The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
   - service location;
   - access to services;
   - service providers;
   - types of services being offered;
   - the manner in which services are provided;
   - service levels (changes of more than 20% in units or expenditures for any specific service); and
   - changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

New Direct Service: Refers to any service to be provided by the AAA directly (as opposed to being provided by a subcontractor) that has not been provided by the AAA.

New Activity: Refers to: Any new service or program

AAA: Oneida- 30
Original Date Submitted: 01/08/2014
Date Revised: 01/08/2014
Date Last Saved: 01/06/2014 at 2:01 PM | Last Saved By: Michael Romano

PROGRAM DESIGN MODIFICATIONS

CERTIFICATION

A box must be checked or an explanation must be provided.

[ ] The AAA hereby certifies that any Program Modifications or actions anticipated for the 04/01/2014-03/31/2015 Plan period that may result in Program Modifications during the 2014-2015 Program Year or a future program year: SHALL NOT result in a loss or diminution in the quantity or quality of the services (including all federal, state and locally funded services) provided, or to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity; and SHALL enhance the quantity, and/or quality and maintain the integrity and public purpose of the services to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity.

If the above certification cannot be made, please explain in the text box provided. This would include reductions due to a loss of local, state or federal funding.

OR

[√] The Area Agency on Aging does not anticipate any changes in its programs that may occur during the 2014-2015 Program Year or a Future Program Year and certifies that: If any change to its programs or services does occur during the 2014-15 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

ADVISORY COUNCIL REVIEW AND COMMENT

☐ The AAA certifies that it has submitted the program design modifications contained in this Attachment C to its advisory council for review and comment as required under Title III, Part 45, Section 1321(c) of the Older Americans Act Regulations.

MULTIPURPOSE SENIOR CENTERS

Please describe any multipurpose senior centers that will be acquired and/or constructed using Title III-B funds for the 4/1/2014 – 3/31/2015 AIP period or future program periods in the text box provided:

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

March 10, 2014

FN 20 14-142
HEALTH & HUMAN SERVICES
WAYS & MEANS
RECEIVED
MAR 14 2014

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

Dear Mr. Picente:

Oneida County is in receipt of a grant from Division of Criminal Justice Services in the amount of $250,000.00 for the time period of October 1, 2013 through September 30, 2014. These funds are approved to be used for the Second Chance Act.

The purpose of the Second Chance Act is to reduce recidivism and improve re-entry planning and services for youth returning to the community after residential placement resulting from delinquency adjudications.

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 fro acceptance of these grant funds.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3-14-14

#45501

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent_____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Division of Criminal Justice Services
80 South Swan Street
Albany, New York 12210

Title of Activity or Services: Second Chance Act

Proposed Dates of Operations: October 1, 2013 through September 31, 2014

Client Population/Number to be Served:

SUMMARY STATEMENTS
1). Narrative Description of Proposed Services

Reduce recidivism and improve re-entry planning and services for youth returning to the community after residential placement resulting from delinquency adjudications.

2). Program/Service Objectives and Outcomes

Implement a process that will improve re-entry planning and services for youth returning to Oneida County from residential placement in State facilities or private (voluntary) agencies. Utilizing a re-entry task force focused on this population

3). Program Design and Staffing Level -

Total Grant Amount: $ 250,000

Mandated or Non-Mandated – Mandated

Oneida County Dept. Funding Recommendation: A4670- 100% funds through New York State Division of Criminal Justice Service

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

Federal	100%
State	0%
County	0%

Cost Per Client Served:

Past performance Served: This is a new grant funding in effort reduce recidivism of youth returning home from residential placement.

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C612250 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	TYPE OF PROGRAMS: Second Chance Act DCJS NUMBERS: SC13612250 CFDA NUMBERS: 16.812
FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000	INITIAL CONTRACT PERIOD: FROM 10/01/2013 TO 09/30/2014 FUNDING AMOUNT FROM INITIAL PERIOD: $250,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT _X_ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan __ APPENDIX F Guidelines for the Control and Use of Confidential Funds __ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment __ Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: , Date: Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract **Second Chance Act**

Project No.	Grantee Name	
SC13-1003-D00	Oneida County	03/07/2014

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 **Second Chance Act**

Project No.	**Grantee Name**	
SC13-1003-D00	Oneida County	03/07/2014

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). 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, New York 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.
December, 2012

Certified by - on

Award Contract **Second Chance Act**

Project No.	**Grantee Name**	
SC13-1003-D00	Oneida County	03/07/2014

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

1. 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 format approved by DCJS and the NYS Office of the State Comptroller, and electronically 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: http://www.whitehouse.gov/omb/circulars_default/. 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 at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed in the GMS Property Module 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 to DCJS via the GMS system and additional information or amended data as required in Appendix D.

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

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
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report 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 by the last day of the month following 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, Appendix M, 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: http://www.whitehouse.gov/omb/circulars_default/.

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.

29. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)
The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013
Certified by - on

Award Contract **Second Chance Act**

Project No.	Grantee Name	
SC13-1003-D00	Oneida County	03/07/2014

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Department of Social Services - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Competitive RFP Bid	1	$250,000.00	$250,000.00	$250,000.00	$0.00
Justification: RFP is in process for an outside agency to perform and maintain the Second Chance Re-entry program for Oneida County which would include but not be limited to Coordination and provide wrap around services to youth.						
Total				$250,000.00	$250,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$250,000.00	$250,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$250,000.00	$250,000.00	$0.00

Award Contract **Second Chance Act**

Project No.	Grantee Name	
SC13-1003-D00	Oneida County	03/07/2014

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 by the last day of the month following 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 Financial Services with its final fiscal cost report by the last day of the month following 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.ny.gov/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. 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 Financial Services 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 or the required MWBE reporting is not included, 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 Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT 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 showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of 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 the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
-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, or by email at epayments@osc.state.ny.us. 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.

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Award Contract **Second Chance Act**

Project No.	Grantee Name	
SC13-1003-D00	Oneida County	03/07/2014

APPENDIX D - Work Plan

Goal

Reduce recidivism and improve reentry planning and services for youth returning to the community after residential placement resulting from delinquency adjudications.

Objective #1

Implement a process that will improve reentry planning and services for youth returning to Oneida County from residential placement in State facilities or private (voluntary) agencies. (Mechanism: Develop and maintain a reentry task force focused on this population).

Task #1 for Objective #1

As detailed in attached WORK PLAN FINAL - 2nd Ch - Oneida: Establish contractual and operational partnerships, hire support staff and consultants, develop program materials, and hold/participate meeting, planning and/or training activities.

#	Performance Measure
1	As detailed in attached WORK PLAN FINAL - 2nd Ch - Oneida: MOUs, finalized policies and procedures, program materials, staff hired, meetings/ planning/ training events.

Objective #2

Provide transitioning youth and families improved access to stable housing, appropriate education opportunities and positive social connections and support in an effort to prevent recidivism.

Task #1 for Objective #2

As detailed in attached WORK PLAN FINAL - 2nd Ch - Oneida: Identify potential service providers, provide services (pre-screen, educational and housing plans, wrap around supports, and pro-social supports), monitor and track youth/family progress, and track criminal justice involvement.

#	Performance Measure
1	As detailed in attached WORK PLAN FINAL - 2nd Ch - Oneida: Case-level intake and exit data for all youth participating in interventions funded wholly or in part through DCJS, to include demographics, information on school engagement and performance, participation in program components, and juvenile justice system involvement; and achievement of projected individual- and system-level outcomes. [Reduction in reconvictions or re-adjudications and revocations to placement; enhanced engagement with pro-social supports; educational progress.]

WORK PLAN - Second Chance – Oneida (SC13-1003)

GOAL

Reduce recidivism and improve reentry planning and services for youth returning to the community after residential placement resulting from delinquency adjudications.

GPM Goal: Reduce recidivism after placement

Objective 1:

Implement a process that will improve reentry planning and services for youth returning to Oneida County from residential placement in State facilities or private (voluntary) agencies. (Mechanism: Develop and maintain a reentry task force focused on this population).

The following tasks are associated with this objective:

1. **Establish contractual and operational partnerships** as follows:
    a. With a lead agency to hire and supervise an Adolescent Re-entry Coordinator;
    b. With a local Juvenile Re-entry Task Force (JRTF) that consists of a broad range of representatives, including, at minimum: local department of social services (custodian of many youth in voluntary agency placement and custodian of child welfare involved youth), OCFS (custodian of some youth in voluntary agency placement and of all youth in placement in state operated facilities), local not for profit service providers, local education official(s), behavioral health providers, housing providers, employment/job training officials, and local law enforcement entities;
    c. With (at least one) community-based service provider to establish and strengthen pro-social supports for youth in the population of interest;
    d. With OCFS facilities and private (voluntary) agencies that are residential placement providers for county youth, and
    e. With others as needed to meet project goals.

2. **Hire/ Support staff and consultants** as listed in the project and subcontract budgets and/ or as needed to meet project goals (changes must be approved in writing by DCJS). To include:
    a. Adolescent Re-entry Coordinator (job description will be provided);
    b. Key local staff from community-based providers selected through local competitive processes; their roles (mentoring, relationship-building) will begin with engagement with youth during their placement periods, and continue as those same young people as they return home, and
    c. Other staff as needed to meet project goals.

3. **Develop program materials** as listed above and indicated in the project and subcontract budgets and/ or as needed to meet project goals, to include:
    a. Request for proposals (RFP) to identify the lead entity that will hire and supervise the reentry coordinator and other project activities;
    b. Competitive procurement procedures or other materials related for selecting service providers;
    c. Objective selection criteria and (an) instrument(s) to be used in evaluating applications from agencies;
    d. List of local task force members;
    e. Template for case conferencing to be conducted by the Adolescent Reentry Coordinator and task force members, and
    f. Other materials as appropriate.

4. **[Hold/ participate in] meeting, planning and/ or training activities** as needed to carry out activities listed above and indicated herein, and as needed to meet project goals, to include:
    a. Reentry task force meetings, on a regular schedule to be determined;
    b. Formal pre-release case conferences and planning for youth in placement; and

c. Other meetings, planning and training activities as needed to meet project goals.

Performance measures:

The following data elements and supplemental materials will be submitted as required by DCJS:

MOUs or other formal agreements signed (provide copies);
partner agencies (provide list);
procedures and/or protocols finalized (report type, purpose, date finalized; provide copies);
program materials developed (report type, purpose, date finalized; provide copies);
staff hired/ supported by project funds (report agencies, titles, %FTE, hire date);
(significant) meetings and planning/ training events (report dates, type/ purpose of event, participant characteristics);

Objective 2:

Provide transitioning youth and families improved access to stable housing, appropriate education opportunities and positive social connections and support in an effort to prevent recidivism.

The following tasks are associated with this objective:

1. Identify potential service providers.
2. Provide services as follows:
    a. Early (pre-release) and comprehensive case planning focused on reentry, for youth and their families;
    b. Development of comprehensive educational and housing plans that include specific goals and planned activities to meet those outcomes.
    c. Wrap around supports to enhance stability for youth returning from out of home placement.
    d. Structured pro-social supports in the community (goal: each participant will be connected to at least one pro-social support).
3. Monitor and track youth/family progress in planned services; make service plan adjustments as necessary and appropriate.
4. Track youth juvenile justice/criminal justice system involvement.

Performance measures:

Grantee will report on the following data elements and submit supplemental materials as required by DCJS:

a. Case-level intake and exit data for all youth participating in interventions funded wholly or in part through DCJS, to include demographics, information on school engagement and performance, participation in program components, and juvenile justice system involvement.
b. It is anticipated that project activities will impact youth as follows:
    i. All youth returning from residential placement resulting from delinquency adjudications will be provided with case conferences prior to release and followed for six months post-release to track outcomes.
    ii. Of those (all youth returning from residential placement), approximately 85% will be connected with pro-social supports from pre-release and for six months post-release.
    iii. Of those (all youth returning from residential placement), approximately 60% will be provided with stabilizing wraparound supports.
    iv. Appropriate educational and housing post-release plans will be developed for approximately 85% of all youth returning from residential placement.
c. It is anticipated that project activities will produce the following outcomes: reduction in reconvictions or re-adjudications and revocations to placement; enhanced engagement with pro-social supports; educational progress.

Award Contract

Second Chance Act

Project No.	Grantee Name	
SC13-1003-D00	Oneida County	03/07/2014

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

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

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

3. On a quarterly basis the Grantee will maintain written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

4. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

5. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

6. Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT, Youth Violence Reduction, DNA Evidence Collection, STEPS, or Re-Entry, that the implementing agency(s) will develop a formal interactive relationship with those other strategy initiatives in the county.

7. Grant expenditures must be made by September 30, 2014. Any extension request beyond this time frame is contingent upon BJA's approval of the State's request for an award extension.

8. Civil Rights Compliance Activities Federal law requires that state agencies that are administering DOJ funds maintain written methods of administration for ensuring that DCJS grantees comply with applicable federal civil rights laws. This includes ensuring that DCJS grantees do not discriminate in services or employment practices. In order to assist DCJS grantees in addressing these requirements DCJS will share Civil Rights Compliance information with DCJS grantees annually, Program Representatives have been directed to examine civil rights practices and related documentation during site visits, and DCJS grantees must participate in regular Civil Rights training.

9. Required Online Civil Rights Training The U.S. Department of Justice Office of Civil Rights has developed a series of online training programs on civil rights compliance issues to assist state administering agencies in providing training to DCJS grantees. The user-friendly training programs explain the applicable civil rights laws in easy-to-understand terms. The series of training programs, which are accessible to the public, are available online at http://www.ojp.usdoj.gov//about/ocr/assistance.htm. DCJS requires DOJ-funded DCJS grantees to participate in the online civil rights training developed by the U.S. Department of Justice, Office of Civil Rights. Each DOJ-funded DCJS grantee must designate appropriate staff that will be required to participate in the training and provide a signed certification to DCJS upon completion of the applicable online training sessions. The certification can be found: http://www.criminaljustice.ny.gov/ofpa/forms.htm The signed certification should be scanned and attached to the GMS record for the grant.

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
Telephone (315) 798-5523 Fax (315) 793-6044

RECEIVED
MAR 31 2014
FN 20 14-148
HEALTH & HUMAN SERVICES
WAYS & MEANS

March 25, 2014

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

Dear Mr. Picente:

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

The Purchase of Services Agreement with the Resource Center for Independent Living Inc. is for two Disability Services Specialists that provides services to TANF/Safety Net Family Recipients with disabilities. The Disability Services Specialist work with a number of community employers to engage clients in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

The cost of this Agreement is $ 83,972 for the year May 1, 2014 through April 30, 2015. There is no local cost to support this effort.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3-31-14

15707
3/25/14

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Resource Center for Independent Living Inc.
401-409 Columbia Street
P. O. Box 210
Utica, New York 13503-0210

Title of Activity or Services: Disability Services Specialists

Proposed Dates of Operations: May 1, 2014 through April 30, 2015

Client Population/Number to be Served: 50 TANF/Safety Net Family recipients with disabilities per month.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Disability Service Specialists have established a community network among employers involved in supported employment who, rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises.

2). Program/Service Objectives and Outcomes -

Engage 50 clients per month in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

3). Program Design and Staffing Level -

(2) Disability Service Specialists

Total Funding Requested: $ 83,972

Oneida County Dept. Funding Recommendation: Account #:A6014.49544

Mandated or Non-mandated: Mandated

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

Federal	100 %	$ 83,972
State	0 %	$ 0
County	0 %	$ 0

Cost Per Client Served:

Past performance Served: The Department has contracted for this service with this provider since 2005. The contract in 2013 was $ 83,972. The Department of Social Services has had success contracting with RCIL to assist with this population.

O.C. Department Staff Comments: The Disability Services Specialists is a vital link in the total plan of bringing the TANF recipient from dependency to total self-sufficiency. This contract is paid 100% through federal funds.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County, through its Department of Social Services, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, and Resource Center for Independent Living, Inc., 401-409 Columbia Street P.O. Box 210, Utica, New York 13503-0210 (hereinafter called Contractor or RCIL).

WITNESSETH:

WHEREAS, the Oneida County Department of Social Services (hereinafter called Department), desires to increase assistance to individuals with disabilities, placing people with disabilities in the competitive job market.

WHEREAS, the Resource Center for Independent Living has developed skill and expertise in placing people with disabilities in the competitive job market. The RCIL staff has the expertise and substantial experience in working with individuals in every major disability group as defined in federal legislation and with individuals with two or more co-existing disabilities. The staff has established a community network among employers involved in supported employment who rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises. This has led to an increased ability to place individuals with disabilities in competitive integrated employment and has increased the confidence of both employers and employees.

NOW THEREFORE, The Contractor will assign two (2) Disability Services Specialist to the Oneida County Department of Social Services. The Disability Service Specialists have expertise in working with individuals with disabilities and a thorough understanding of the Social Service system and resources in the community.

The Department agrees to provide a work site for the Disability Services Specialist with all suitable equipment and support services. The Disability Services Specialist will be assigned to the Oneida County Department of Social Services Employment Office. The workload will be assigned through the Oneida County Social Service Employment Director, supervised by an Employment Case Supervisor.

The two Disability Services Specialists will be co-located at the Department of Social Services to perform said services both in Utica and Rome Offices. The Specialists will be under the Contractor's supervision with oversight by the Department of Social Services Director of Employment.

The Disability Services Specialist shall follow the Oneida County's work hours and the Contractor

agrees to provide the Department with a copy of his agencies personnel rules/policies pertaining to the Disability Service Specialists positions including list of observed days off for holiday, number of days/hours earned for vacation, personal, sick etc...

The Director of Employment will be notified immediately of all time off approved by the Contractor prior to such time taken by the two Disability Service Specialists, or as soon as possible when prior notification is not possible.

The Contractor will maintain the Disability Service Specialists as his employees and shall provide him/her with the Contractor's benefits and shall handle all fringe and necessary deductions, per requirements under Federal and State Laws,

The Contractor's primary duties will include assessment, orientation to Department of Social Services rules and regulations, determination of employability status, provide explanation of any determinations and completing Department of Social Services forms relating to disabilities and releases, obtaining and evaluating medical reports for adults with disabilities within 90 days of Family Assistance case opening and identifying, referring and monitoring SSI candidates for assistance in obtaining Federal benefits.

Target Population

50 Family Assistance recipients per month with documented disabilities needing assistance to participate in approved Work Activities and placement in the competitive job market.

The RCIL Disability Service Specialist will be responsible for:

- Establish employability status and provide explanation for decisions made for each Family Assistance applicant and re-establish for recipients as needed.
- Enrolling clients in appropriate countable Work Activities as identified under TANF reauthorization requirements. Monitor such activities bi-weekly and record attendance in CMS-the State monitoring database.
- Referring the target population to appropriate providers, such as VESID, training programs, human services agencies, and medical providers, while referring and coordinating supportive services.
- Monitor treatment activities that assist participants to comply with work rules, including medical and mandated services.
- Provide monthly reports to Department of Social Services on the number and activity of participants in each category, by the 5th day of the following month.
- Reassess and Re-examine the limitations of all Family Assistance exempt adults to allow participants to enroll in Work Activities to the extent of their ability.
- Refer, monitor and assist 100% of the Family Assistance population determined to be SSI appropriate to pursue appeals and hearings.

Desired Outcomes:

- Engage 50 clients per month in approved work Activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.
- Establish employability status and provide explanations for determinations made for each Family Assistance applicant and re-establish for recipients as needed.
- Refer 20 appropriate Family Assistance recipients to programs to assist with obtaining SSI Disability benefits per year.

Term:

The term of the Contract is May 1, 2014 through April 30, 2015. The contract is not to exceed $83,972 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

Reporting Requirements

Chapter 57 of the Laws of 2007 requires the Department to provide a monthly Family Service Performance Report. Contractor must submit monthly reporting to the Department providing the Department with the number of families served each month (broken out by TA-Temporary Assistance and/or 200% of Poverty).

In order to have consistent reporting, the number of families reported each month is to be unduplicated within the contract. A family that is served more than once per month within the contract should be counted only once. If a family receives services from more than one contract with your agency within a month should be counted once per month in each contract that service was received.

The Department must receive monthly reports no later than the 5th of the following month of service. Such reports must be submitted to the following Oneida County Departments: Oneida County Department of Social Services, Employment Unit to the Directors attention.

Payment will be made monthly by the Department in accordance with the attached Budget upon submission by Contractor of a County Voucher, with fiscal explanation attached and other reports as required by the Department. The contractor will provide a final financial reconciliation upon completion of the program. The Contractor's financial records must be complete and available to the Department of Social Services fiscal staff for review and audit upon the Department's request.

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

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

****

Date: _____

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

****

Approved as to Form _____.
Oneida County Attorney

****

Date: _____.

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

****

Date: March 7, 2014 .

Agency: Resource Center for Independent Living Inc. .

Authorized Signature: _____.

Print Authorized Name: Zvia McCormick

Title: Executive Director .

****

BUDGET

May 1, 2014 - April 30, 2015

PERSONNEL	
Director of Employment	$ 3,316
Vocational Trainer	$ 36,753
Vocational Trainer	$ 27,000
Sub-total	$ 67,069
Fringe	$ 16,767
Total Personnel Services	$ 83,836
EXPENSES	
Travel/training	$ 26
Postage	$ 50
Supplies	$ 50
Printing	$ 10
Total Expenses	$ 136
Total	$ 83,972

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, 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, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because 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 hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

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

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

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

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. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department 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 Department, to the degree that such change is within the reasonable control of the Contractor

Notices

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
   a. By 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

   Notices to the Department shall be addressed to the Commissioner of Social Services 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 Department may for 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 register 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 implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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 AGREEMENT.

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 proved under this AGREEMENT shall be determined between the Contractor and the Department, 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 Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

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 AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and 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; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. 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 Department under the Federal Social Security Act.

e. 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 Oneida County or the Department 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 Oneida 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 pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of 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 Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department 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.

g. Except where the Department 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 Department, 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 Department 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 Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department 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.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law 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 and 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 the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. 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 Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building 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.

m. 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:
   a) 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.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department 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.

n. 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 the Department 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 the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department 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 the Department, Department 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 the Department 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 the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. 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

q. 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

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, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON 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, Federal, and County 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 Department 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 the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. 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 Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County 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 Department or Oneida County.

b. The Department and Oneida County 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 Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County 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 Department 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 Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) 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.

PATENTS AND INVENTIONS

The Contractor agrees that any 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 DEPARTMENT. 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.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to me 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 delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department 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 or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department 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 and 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 Department 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 Department. Upon such termination, the Department may require (a) the repayment to the Department 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 Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling 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 Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department 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 Department shall follow this up immediately with written notice. The Department 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 Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department 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 Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify

the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGEEMENT, the Department 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 Department 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 contract. 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 Department 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 Department. Upon such termination, the Department may require (a) the repayment to the Department 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 Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department 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 Department in transferring the operation of the Contracted services to any other entity

selected by the Department in a manner that will enable the Department 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 Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department 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 Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion 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 Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department 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 the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, 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, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or

- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

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 Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of 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.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from 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 the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The

Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Dept. of Labor regulations and any other regulations of the Federal and State entities

relating to such employment and Civil Rights requirements.

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Resource Center for Independent Living, Inc.
NAME OF CONTRACTED AGENCY

Zvia McCormick, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

March 7, 2014
DATE

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness:_____
Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of May, 2014 , 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 statue 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 (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.

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

Approved as to Form only

_____

Oneida County Attorney

Resource Center for Independent Living, Inc.
Contractor

By:_____

Name: Zvia McCormick
Executive Director

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

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

RECEIVED
MAR 31 2014

March 25, 2014

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

FN 20 14 - 149

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

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

The Purchase of Services Agreement with the Rome Police Department provides one Law Enforcement Coordinator specially trained in Child Advocacy Center's protocols and procedures regarding child abuse cases. The Law Enforcement Coordinator will be assigned to the Center and act as the liaison between the Child Advocacy Center and their respective agency.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective January 1, 2014 through December 31, 2014. The total cost is $ 106,346.00, of which the Rome Police Department contributes $ 21,269.20 and the Department of Social Services contributes $ 85,076.80 with a local share of $ 42,538.80.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

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

Anthony J. Picente, Jr.
County Executive

Date 3-31-14

3/25/14
21101

Oneida Co. Department Social Services

Competing Proposal_____
Only Respondent_____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Rome Police Department
City Hall on the Mall
Rome, New York 13440

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: January 1, 2014 through December 31, 2014

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Multidisciplinary team which provides on-site law-enforcement, caseworkers, victim advocacy, scheduled medical examinations, and counseling to victims of Child Sexual Abuse cases. The contract allows for (1) Police Officer from the Rome Police Department to act as a Law Enforcement Coordinator dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Contractor provides a Law Enforcement Coordinator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, Medical Providers and counseling and advocacy.
- Provides a coordinated approach of reported Child Sexual Abuse cases that are indicated, prosecuted, and convicted.
- Decrease the number of interviews with the child and reduce the level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

(1) Law Enforcement Coordinator provided by the Rome Police Department

Which will work with a multidisciplinary team consisting of an additional:

2 Part-Time Law Enforcement Coordinator provided by the Oneida County Sheriff's Office
1 Full-Time Law Enforcement Coordinator provided by the Utica Police Officer
1 Child Advocacy Administrator provided by the Sheriff's Office

Total DSS Funding Requested:

Total Cost =	$ 106,346.00
Department of Social Services	**$ 85,076.80**
Rome Police Department	$ 21,269.20

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: Mandated to have a multidisciplinary team

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

Federal	$ 0.00
State	$ 42,538.00
Department of Social Service	$ 42,538.80
Rome Police Department	$ 21,269.20

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The 2013 total Contract amount was $98,407.00 with Department support in the amount of $ 78,725.60. The Rome Police Department has taken on 20% of the total cost of this contract since 2008.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County through its Oneida County Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and THE CITY OF ROME, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall-On-The-Mall, Rome, New York 13440 (hereinafter referred to as Contractor).

WHEREAS, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

WHEREAS, the Department is in need of a Law Enforcement Coordinator, to be the liaison between Oneida County Child Advocacy (CAC) and the Rome Police Department.

The Law Enforcement Coordinator (LEC) shall facilitate and assist the Oneida County Child Advocacy Center in their criminal investigation of Multi Disciplinary Team (MDT) child abuse cases. The Law Enforcement Coordinator shall be the liaison between Oneida County Child Advocacy Center, the Rome Police Department, the Department of Social Services and the District Attorney's Office in matters relating to the investigation and prosecution of MDT cases. The LEC shall participate in case review, assist in increasing community awareness of the CAC and be responsible for inputting data regarding the criminal aspect of MDT cases into the program case tracking system.

The Law Enforcement Coordinator is responsible for the following job duties:

(1) Facilitate and assist police agencies in the criminal investigation of MDT child abuse cases:
- Be the contact person for law enforcement agencies with questions about proper procedure of MDT cases
- Assist as necessary and appropriate in the investigation of an MDT case
- Provide information on the CAC model in an effort to ensure collaborative investigation among partner agencies and to encourage non-participating agencies to become part of the MDT

(2) Act as a liaison between the Oneida County Children Advocacy Center, the District Attorney's Office, the Department of Social Services, and various law enforcement agencies in matters relating to MDT cases
- Develop and maintain professional, working relationships with all county agencies
- Confer with police agencies about the status of a criminal investigation of an MDT case
- Confer with the District Attorney's Office about status of a prosecution of an MDT case

- Work with partner agencies to resolve issues involving the criminal aspect of an MDT case

(3) Attend case review
(4) Enter criminal investigation and prosecution data and updates into the computer system
(5) Keep current on issues relevant to job and take part in training opportunities when able
(6) Work collaboratively with other Child Advocacy Center staff and MDT members
(7) Compile and keep current list of local police agencies, team members and contact information
(8) Perform all duties with sensitivity to the confidential nature of an MDT case.

WHEREAS, the Department desires to establish a Child Advocacy Center to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Maintain a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

WHEREAS. The Contractor desires to participate in the Child Advocacy Center by and through its Police Department, now, therefore,

IT IS AGREES BY THE PARTIES HERETO AS FOLLOWS:

1. The Contractor shall provide a full-time police officer to act as Law Enforcement Coordinator, assigned solely to Department for participation in the Child Advocacy Center for forty (40) hours per week.
2. Contractor agrees that said police officer shall perform duties as Law Enforcement Coordinator as part of the Child Advocacy Center:
   a. Investigate allegations of the sexual abuse of children;
   b. Interview victims using appropriate techniques agreed upon by the Child Advocacy Center and which comply with rules and regulations of Rome Police Manual;
   c. Interrogate suspects and possible witnesses at the discretion of and under the direction of the District Attorney;
   d. Gather and process evidence on cases assigned to police officer;
   e. Work in tandem with the Child Protective Services Caseworker at the Child Advocacy Center;

f. Attend meetings of the Child Advocacy Center and assist in developing the methods and means for operation at the Child Advocacy Center;
g. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement.

3. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purpose of this Agreement

4. The Department shall reimburse Contractor 80% for the services of the aforesaid police officer in the total annual amount of $ 73,169.00 for salary, $ 25,177.00 for fringe benefits and $8,000.00 for overtime. The total cost of the contract is $ 106,346.00 the County will reimburse the City of Rome 80% of the Actual costs and will not to exceed $ 85,076.80 the remaining 20% is the responsibility of the Contractor. Any time spent by an investigator that is not related to the mission of the Child Advocacy Center without the prior approval of the Child Advocacy Administrator will not be reimbursed. Any expenses or financial obligations made by the investigator without the prior approval of the Child Advocacy Administrator will become the responsibility of the Contractor

5. Department shall make monthly payments to Contractor of the contract amounts upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data, as well as the police officer's salary and fringe benefits, Certified copies of the assigned investigator's official time sheets will be attached to the voucher. Rate of pay and fringe benefits shall comply with the provisions of the currently negotiated Police Benevolent Association contract. Adjustments to salary and fringe benefits paid by Department shall be made upon the submission of a new or revised contract and statement of applicable salary and fringe benefits changes.

6. The Contractor shall make available all records relating to this Agreement for a period of six (6) years said records shall be available for audit by the New York State Department of Social services, New York State Audit and Control and the Department of Health and Human Services upon request.

7. The term of this agreement shall be from January 1, 2014 through December 31, 2014 and may be renewed in writing from renegotiations agreeable to each party, for an additional one year term not to exceed December 31, 2015. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party will give notice in writing of its intention not to renew the Agreement.

8. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.

9. No representations or promises shall be binding on the parties to this Agreement except

those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.

10. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

11. If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.

12. Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.

13. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

****

Date: _____

Oneida County Executive: _____.

Anthony J. Picente Jr., Oneida County Executive

****

Approved as to Form _____.

Oneida County Attorney

****

Date: _____.

Oneida County Department of Social Services: _____.

Lucille A. Soldato, Commissioner

****

Date: 1/27/2014.

Agency: Rome Police Department.

Authorized Signature: Joseph R Fusco

Print Authorized Name: Joseph R. Fusco, Jr.

Title: Mayor, City of Rome, NY.

****

ROME POLICE DEPARTMENT
2014 BUDGET

SALARY	$ 73,169.00
FRINGE	$ 25,177.00
OVERTIME	$ 8,000.00
TOTAL	$ 106,346.00

Total Cost Reimbursed by both Oneida County and City of Rome

Oneida County Share (80%)	**$ 85,076.80**
City Share (20%)	**$ 21,269.20**

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, 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, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because 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 hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

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

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

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

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. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department 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 Department, to the degree that such change is within the reasonable control of the Contractor

Notices

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
   a. By 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

   Notices to the Department shall be addressed to the Commissioner of Social Services 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 Department may for 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 register 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 implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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 AGREEMENT.

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 proved under this AGREEMENT shall be determined between the Contractor and the Department, 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 Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

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 AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and 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; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. 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 Department under the Federal Social Security Act.

e. 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 Oneida County or the Department 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 Oneida 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 pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of 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 Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department 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.

g. Except where the Department 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 Department, 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 Department 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 Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department 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.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law 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 and 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 the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. 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 Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building 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.

m. 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:
   a) 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.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department 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.

n. 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 the Department 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 the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department 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 the Department, Department 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 the Department 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 the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. 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

q. 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

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, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON 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, Federal, and County 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 Department 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 the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. 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 Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County 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 Department or Oneida County.

b. The Department and Oneida County 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 Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County 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 Department 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 Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) 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.

PATENTS AND INVENTIONS

The Contractor agrees that any 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 DEPARTMENT. 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.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to me 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 delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department 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 or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department 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 and 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 Department 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 Department. Upon such termination, the Department may require (a) the repayment to the Department 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 Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling 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 Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department 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 Department shall follow this up immediately with written notice. The Department 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 Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department 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 Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGEEMENT, the Department 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 Department 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 contract. 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 Department 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 Department. Upon such termination, the Department may require (a) the repayment to the Department 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 Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the

contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department 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 Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department 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 Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department 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 Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion 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 Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department 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 the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, 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, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

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 Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of 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.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from 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 the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

   The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

   The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

Joseph R. Fusco, Jr. Mayor, City of Rome, NY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Joseph R. Fusco Jr. January 27, 2014

SIGNATURE **DATE**

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____
Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2014 , 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 statue 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 (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.

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

Approved as to Form only

_____

Oneida County Attorney

Contractor

By: Joseph M. Russo

Name:

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER

DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

March 25, 2014

FN 20 14 150

PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

The next phase of asbestos abatement and reconstruction at the Oneida County Office Building will include B1, B2 and the Boiler Room. Work on B1 will include abatement and renovation of space for Print Shop and Mail Room services, work on B2 will be limited to drop ceiling and flooring abatement, and work in the boiler room will include abatement of spray applied fire proofing materials.

On January 29, 2014 the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates for $158,480.00 to provide professional consulting services and construction management services for the work noted above.

Please review the enclosed contract with MARCH Associates and if acceptable 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 4/7/14

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: MARCH Associates Architects & Planners, PC
285 Genesee Street
Utica, NY 13501

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: 3/3/14 – 12/31/14

Client Population/Number to be Served: N/A

Summary Statements
1) Narrative Description of Proposed Services:

Prepare plans and specifications for asbestos abatement and renovation of B1, B2 and Boiler room at Oneida County Office Building, 800 Park Ave, Utica, NY 13501.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: $158,480.00 **Account #:** H-305

Oneida County Dept. Funding Recommendation: $158,480.00

Proposed Funding Sources (Federal $/ State $/County $): $158,480.00 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-ninth day of January in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Oneida County
800 Park Ave.
Utica, NY 13501
Telephone Number: (315) 793-6236
Fax Number: (315) 768-6299

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

MARCH Associates Architects & Planners, PC
258 Genesee St.
Utica, NY 13502
Telephone Number: (315) 733-3344
Fax Number: (315) 733-3331

for the following Project:
(Name, location and detailed description)

Abatement and Reconstruction of B1, B2 and Boiler Room
Oneida County Office Building
800 Park Ave.
Utica, NY 13501

The Owner and Architect agree as follows.

init.
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

May 05, 2014

.2 Substantial Completion date:

November 29, 2014

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

General Liability insurance shall be provided in accordance with Exhibit B. Architect shall provide certificate of insurance with Oneida County added as additional insured on a primary, non-contributory basis with waiver of subrogation.

.2 Automobile Liability

Automotive Liability insurance shall be provided in accordance with Exhibit B. Architect shall provide certificate of insurance with Oneida County added as additional insured on a primary, non-contributory basis with waiver of subrogation..

.3 Workers' Compensation

Workers Compensation insurance shall be provided in accordance with Exhibit B and/or as required by New York State Law. In the case of a discrepancy or conflict, the more restrictive requirement shall govern. Architect shall provide proof of Workers Compensation insurance.

.4 Professional Liability

Architect shall provide Professional Liability Insurance and Errors and Omissions insurance coverage of at least $1,000,000.00. Architect shall provide proof of insurance.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The

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schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

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.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor,

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Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor

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that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming ~~(B202™–2009)~~	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building ~~Information Modeling (E202™–2008)~~information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	Exhibit A
§ 4.1.12 On-site project representation	Architect	Exhibit A
~~§ 4.1.12 On-site Project Representation (B207™–2008)~~		
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Architect	Exhibit A
§ 4.1.15 As-Constructed Record drawings	Architect	Exhibit A
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	Exhibit A
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification ~~(B214™–2012)~~ (B214™–2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	
4.1.28 Asbestos Abatement Design	Architect	Exhibit A
4.1.29 Asbestos Abatement Project Monitoring	Architect	Exhibit A
4.1.30 On-Site Representation	Architect	Exhibit A AIA Document B207-2008

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit A – Initial Information

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

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.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility,

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expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in

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advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, provided such suspension is not the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall comply with the provisions of New York State Public Officers Law with regard to the designation of information as "confidential" or "business proprietary".

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Basic Services: Lump Sum Fee of $87,900.00

On-Site Project Representation: Not-To-Exceed Lump Sum Fee of $48,000.00
Billed at a rate of: $60.00/hour

Design and Construction Phase Contingency: Not-To-Exceed Lump Sum Fee of $5,000.00

Asbestos Variance Preparation and Submittal: $1,500.00/each

Reimbursable Expenses: None ($0.00)

Asbestos Abatement Project Monitoring: Not-To-Exceed Lump Sum Fee of $16,080.00
Billed at a rate of: $52.00/hour Sr. Project Monitor/Air Sampling Technician
$60.00/hour Sr. Project Monitor/Air Sampling Technician (Overtime)

Unit Price per sample analysis of Asbestos Containing Materials/Air Samples

PLM (NOB) prep	$6.00/each	(within 72 hours)
PLM (NOB) Analysis	$12/each	(within 72 hours)
TEM (NOB)	$35.00/ each	(within 72 hours)
PLM	$12/each	(within 72 hours)
PCM	$10/ each**	(within 72 hours)
TEM	$72.00/each	(within 72 hours)

** includes cost of cassette, pump rental and daily faxing

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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Payment for additional services identified in Section 4.1 shall be included in Lump Sum Fee for Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Exhibit C shall be used to calculate compensation for services performed, compensation for out-of-scope services, and credits to Oneida County for services not performed that are included in the original scope of work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
As-Constructed Record Drawings	Five	percent (	5	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

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User Notes: (1649112688)

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero ($0.00)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Initial Information

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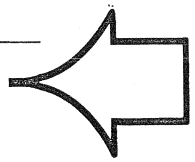
User Notes: (1649112688)

Exhibit B - Insurance Requirements
Exhibit C - Hourly Rate Schedule
Exhibit D - Standard Contract Clauses
AIA Document B207-2008

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Anthony J. Picente Jr.	Christopher J. Crolius, AIA
Oneida County Executive	Principal
(Printed name and title)	*(Printed name and title)*



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User Notes:
(1649112688)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:49:58 on 03/12/2014 under Order No. 0339621414_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

Mark E. Laramie, P. E.
Deputy Commissioner
Division of Engineering
Oneida County, D. P. W.

(Title)

03/25/2014

(Dated)

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User Notes: (1649112688)

12.1. The provisions of this article take precedence over any conflicting provision of this agreement and shall survive termination of the agreement for any cause.

12.2. The following paragraphs from Article 4, Additional Services, shall be included as part of basic services.

12.2.1. 4.1.11, 4.1.12, 4.1.14, 4.1.15, 4.1.19, 4.1.28, 4.1.29, 4.1.30

12.3. Delete Section 7 in its entirety.

12.3.1. 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 adaptation by Consultant shall be at the County's sole risk.

12.4. The services to be provided by this 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.

12.5. Consultant shall have on staff, or as a sub-consultant, a Professional Engineer or Registered Architect recognized by the New York State Education Department.

12.6. The design services required by this agreement shall be accomplished within fourteen (14) consecutive months, beginning on the day this agreement is executed. It is recognized by both parties that this period 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.

12.7. PROJECT DESCRIPTION

12.7.1. The intent of this project is to completely abate all remaining asbestos containing materials on the B1 level of the County Office Building. Once abatement is complete the B1 level shall be refinished and the areas occupied by Central Services shall have offices, storage and work areas constructed. The work on the B2 level shall be limited to the main corridor from the garage to the tunnel. There are asbestos ceiling tiles present here and in the small office near the Boiler Room. The elevator lobby does not have the same ceiling system, but, shall be included for demolition and reconstruction. The epoxy floors present on the B1 and B2 floor levels, while not ACM, shall be removed and replaced as part of this work. The B2 tunnel leading to the Courthouse shall be included as an Alternate item. Also, note on B2, the small corridor, maintenance restroom/closet and stairs have epoxy floors and shall be included. The small office near the Boiler Room shall have the carpet removed and new floor finish installed.

variances shall be in addition to compensation for Basic Services and made on a lump sum fee basis. The Consultant shall also prepare plans at the completion of this phase of work to identify any gross ACM that had to be enclosed and remain in place. This information shall be provided in a format suitable for inclusion in the asbestos building management plan.

12.8.1.3. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.

12.8.1.4. Detailed Plans & Specifications shall be prepared by a competent mechanical engineer for isolation of the HVAC systems.

12.8.1.5. Prepare plans and specifications for asbestos abatement with sufficient detail and instruction to allow isolation and protection of life safety systems.

12.8.1.6. The asbestos abatement designer may be required to attend a pre-construction meeting with building occupants to discuss expected impacts of the project.

12.8.1.7. The asbestos abatement designer shall be actively involved in the construction phase of asbestos abatement and shall attend all bi-weekly project meetings and special meetings as requested. The designer may be required to enter active asbestos abatement work areas.

12.8.1.8. Provide project monitoring/air sampling associated with abatement of asbestos containing materials. All work shall be performed by a NYSDOL certified project monitor. Payment for project monitoring, air sampling, and reporting shall be in addition to compensation for Basic Services and made on a time and materials basis.

12.8.1.9. Asbestos abatement design and project monitoring shall be provided by a single consultant or sub-consultant. Asbestos abatement designer and project monitor shall be in contact throughout the construction phase of asbestos abatement and shall collaboratively ensure that asbestos containing materials are abated as specified.

12.8.1.10. The cost of asbestos abatement shall be included in all estimates.

12.8.1.11. Perform detailed program analysis of the County department(s) that will occupy abated/renovated space. The analysis shall be done to determine the operational and space requirements of the department(s). This will include interviews with affected County personnel.

12.8.1.12. Inventory assets of each department that will occupy abated/renovated space and prepare plans and specifications for relocation services. Prepare plans and specifications for this work to be competitively bid.

12.8.1.23. Create a complete project file (including submittals and general correspondence) to be provided to the County upon completion of all work.

12.8.1.24. Provide all services to prepare complete and accurate plans and specifications.

12.8.1.25. Provide on-site project representation.

12.8.1.25.1. Project representation for asbestos abatement phase shall be provided on an as needed basis.

12.8.1.25.2. Project representation for interior construction phase shall be full time.

12.9. Oneida County shall pay all permit fees.

12.10. Additional services shall not be performed unless requested and approved in writing by the County's designated representative. When Consultant provides additional services, those services shall be reimbursed according to the Hourly Rate Schedule attached hereto. An alternate method of compensation may be established by prior written agreement of both parties.

12.11. Design and Construction Phase Contingency. Design and Construction Phase Contingency shall be used to provide compensation for additional services. Exhibit C shall be used to calculate compensation for services provided. Unused design contingency shall be credited to County following project completion.

12.12. Consultant shall notify County immediately of potential fee increases. Payment shall not be made for additional services performed without prior authorization.

12.13. Progress payments for additional services performed shall be based on the percentage of work completed and/or on completion of major tasks.

12.14. Indemnification. The Consultant agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Consultant and it's subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Consultant and its subconsultants or failure on the part of the Consultant and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.

12.15. General Liability Insurance. The Consultant 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

nor has it shared in any profits from the generating, treating, storing, or disposing of hazardous waste or materials.

12.25. The Consultant agrees to immediately report any concerns or questions regarding hazardous substances and/or suspected handling or disturbance of hazardous substances to the Oneida County Commissioner of Public Works.

Exhibit B

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

Insurance Agent; Name and Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Contractor; Name and Address

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	X	EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				Provide Limits As Required by New York State Law	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as a named insured to General, Auto, and Excess Liability policies on a primary basis.

CERTIFICATE HOLDER

County of Oneida & Department of Public Works
c/o Commissioner of Finance
800 Park Ave., Utica, NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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Exhibit C
HOURLY BILLING RATES

MARCH Associates

Principal	$175.00
Consulting Architect	$115.00
Architect	$95.00
Senior Designer	$90.00
Designer I	$80.00
Designer II	$75.00
Designer III	$60.00
Administrative	$58.00

Almy & Associates

Principal/Professional Engineer	$150.00
Engineering Technician/Designer	$75.00
Designer/Draftsman	$70.00

Towne Engineering

Principal	$150.00
Designer I	$120.00
Designer II	$90.00
Designer III	$75.00
Designer IV	$60.00
Designer V	$50.00
Field Representative	$70.00
Administrative	$45.00

Barton & Loguidice

Senior Vice President	$205.00
Vice President	$185.00
Managing Industrial Hygienist	$110.00
Industrial Hygienist	$76.00
Sr. CADD Designer	$68.00
Engineering Aide	$68.00
CADD Designer	$58.00
Group Technical Assistant	$48.00

Straight and overtime invoiced at same rates.

Exhibit D

THIS ADDENDUM, entered into on this 29th day of January in the year of 2014, 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 statue 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 (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 "HIPPA," 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:_____
Anthony J. Picente, Jr.
Oneida County Executive

Contractor

By:_____
Name: Christopher J. Crolius, Principal
MARCH Associates, Architects & Planners, PC

Approved as to Form only

_____
Oneida County Attorney

AIA® Document B207™ – 2008

Standard Form of Architect's Services: On-Site Project Representation

for the following PROJECT:
(Name and location or address)

Abatement and Reconstruction of B1, B2 and Boiler Room
Oneida County Office Building
800 Park Ave.
Utica, NY 13501

THE OWNER:
(Name, legal status and address)

Oneida County
800 Park Ave.
Utica, NY 13501

THE ARCHITECT:
(Name, legal status and address)

MARCH Associates Architects & Planners, PC
258 Genesee Street
Utica, NY 13502

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

THE AGREEMENT
This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twenty-ninth day of January in the year Two Thousand Fourteen .
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ON-SITE PROJECT REPRESENTATION SERVICES

3 ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION

6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION
The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.
(List below information, including conditions or assumptions that will affect the Architect's performance.)

Exhibit A attached to Owner-Architect Agreement dated January 29, 2014.

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ARTICLE 2 ON-SITE PROJECT REPRESENTATION SERVICES

§ 2.1 The Architect shall provide One (1) representative(s) at the Project site to assist in carrying out the Architect's construction phase services identified in the Agreement.

§ 2.2 The Architect's representative(s) shall perform services in accordance with the standard of care set forth in the Agreement, or if none is set forth, in accordance with applicable law. In performing services, the Architect's representative(s) shall not exceed the authority of the Architect as set forth in the Agreement.

§ 2.3 The Architect's representative(s) shall be located at the Project site in accordance with the following schedule: *(Insert the days per week, hours per day, schedule duration, and other relevant information.)*

Part-Time as directed by Owner during asbestos abatement phase.
Full-Time (8 hrs./day, 5 days/week) during construction phase.
Part-Time as directed by Owner during project close-out.
Work hours shall be outside normal working hours during all phases.

§ 2.4 In addition to the Architect's construction phase services identified in the Agreement, the Architect's representative(s) shall perform the services set forth in this Section 2.4.

§ 2.4.1 The Architect's representative(s) shall monitor the Contractor's construction schedule and alert the Owner to conditions that may affect the Contractor's ability to complete the work in accordance with the schedule.

§ 2.4.2 The Architect's representative(s) shall attend the job site meetings listed below and prepare and distribute a written report to the Owner on the proceedings:

Weekly throughout project startup and then biweekly or as requested by Oneida County

§ 2.4.3 The Architect's representative(s) shall observe the systems and equipment testing required in the Specifications and report test results to the Owner.

§ 2.4.4 The Architect's representative(s) shall maintain records at the Project site in an orderly manner. These records may include correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, and Applications for Payment; and names, addresses and telephone numbers of the Contractor, Subcontractors, Owner's separate contractors, and principal material suppliers.

§ 2.4.5 The Architect's representative(s) shall review the Contractor's on-site copy of the Drawings, Specifications, addenda, Change Orders and other modifications at intervals appropriate to the stage of construction and notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.4.6 The Architect's representative(s) shall maintain a log of activities at the Project site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations.

ARTICLE 3 ADDITIONAL SERVICES

The Architect shall provide On-Site Project Representation Services in addition to those set forth in Article 2 as Additional Services.

ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall provide an on-site office for use by the Architect's representative(s), including utilities, heating, air conditioning and ventilation. The Owner shall provide furnishings and office equipment as follows: *(List furniture, computers, fax machines, etc.)*

Owner shall provide on-site office, desk, chair, and telephone service. Architect shall provide all other office equipment.

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ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's On-Site Project Representation Services described under Article 2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be provided in accordance with Article 11 of the Owner-Architect Agreement dated January 29, 2014.

§ 5.2 For Additional Services performed pursuant to Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: On-Site Project Representation, if any, are as follows:

Special Terms and Conditions defined in Exhibit A attached to Owner-Architect Agreement dated January 29, 2014

Init.
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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:10:49 on 03/11/2014 under Order No. 0339621414_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B207™ – 2008, Standard Form of Architect's Services: On-Site Project Representation, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Oneida County
Office of Traffic Safety / STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive

Thomas A. Giruzzi
Stop-DWI Coordinator

April 1, 2014

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

FN 20 14 - 151

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Attached, please find an agreement that requires both **Board of Legislators** action and **your signature**, between the Oneida County STOP DWI Program and the following school districts: **Vernon Verona Sherrill Central School as well as Sauquoit Valley Central School**. The contract is for funding in **2014** to conduct STOP-DWI mission based initiatives in their respectful Schools, which enhance the mission of the STOP-DWI Program.

I am respectfully requesting that this Contract for the **Vernon Verona Sherrill Central School** be approved for the **Sauquoit Valley Central School**, as well. All are of the same content, with the exception of school name and school location.
The total amounts to $500

The SADD Chapters are:

V.V.S. Central School, State Rte 31, Verona, NY 13478 -	**$250.00**
Sauquoit Valley Central School, 2601 Oneida St. Sauquoit, NY 13456	**$250.00**

This funding is 100% supported by DWI fines generated in Oneida County therefore; **there are NO County Dollars in this contact.** Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

Thomas A. Giruzzi,
STOP DWI Coordinator

RECEIVED
APR - 8 2014

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

Anthony J. Picente, Jr.
County Executive

Date 4/8/14

Oneida County Department: STOP-DWI Program

Competing Proposal_____
Only Respondent_____
Sole Source___X___

CONTRACT SUMMARY

Name of Proposing Organization: **Vernon, Verona & Sherrill Central School**

Title of Activity or Service: Conduct Activities Consistent with the Mission of the Stop-DWI Program.

Proposed Dates of Operation: **February 15, 2014 to May 31, 2014**

Client Population/Number to be served: Entire VVS Central School District 300-500.

SUMMARY STATEMENTS

1.) Narrative description of Proposed Services – *Promotion of the Stop-DWI message throughout the VVS School District by activities conducted through its* ***SADD Organazation.***

2.) Program/Service Objectives and Outcomes – *To increase student awareness throughout the Vernon Verona Sherrill School and its community*

3.) Program Design and Staffing Levels – SADD Advisor, SADD students along with adult volunteers as needed.

Total Funding Requested: $250.00

Oneida County Dept. Funding Recommendation: $250.00 (A3313.495)

Proposed Funding Source (Federal$/State$/County$): County Dollars, *100% reimbursed from DWI fine monies generated in Oneida County.*

Cost per client served: N/A

Past Performance Data: *The Vernon Verona Sherrill Central School District applies each year for funding to be used with in the school to participate in and promote the Stop-DWI message.*

Oneida County Department Staff Comments: *The Vernon, Verona, Sherrill Central School District SADD Organization continues each year to promote the message of the Stop-DWI Program before or during Prom season and leading up to Graduation.*

Oneida County STOP-DWI Program Agreement

THIS AGREEMENT, made this ____15th___ day of **March 2014** by and between **The Vernon Verona Sherrill School District, located at Route 31, Verona NY, 13478** and the **COUNTY OF ONEIDA**, by and through its **STOP-DWI PROGRAM**, having offices at 200 Base Road, P.O. Box 908, Oriskany, New York 13424, hereinafter referred to as the **"COUNTY."**

WHEREAS, the Oneida County STOP-DWI Program is committed to the countywide reduction of alcohol related traffic injuries and fatalities, and

WHEREAS, a key component to the program is the comprehensive community awareness and education program conducted throughout Oneida County schools, civic and community organizations, and

WHEREAS, The Vernon Verona Sherrill School District desires to participate in and promote the STOP-DWI Program message throughout its organization.

NOW, THEREFORE, the parties agree as follows:

1. The Oneida County STOP-DWI Program agrees to provide the Vernon Verona Sherrill School District with $ 250.00, two- hundred fifty dollars and no/cents, for its SADD Chapter toward the promotion of the Oneida County STOP-DWI Program message.

2. Vernon Verona Sherrill School District agrees to conduct activities consistent with the mission of the STOP-DWI Program and consistent with the directives and standard operating procedures attached hereto as promulgated by the STOP-DWI Program, as same may be amended.

3. Vernon Verona Sherrill District shall submit a final report of program activities to the STOP-DWI Program, no later than 15 days after the conclusion of the proposed event(s).

4. All expenditures must be pre-approved by the STOP-DWI Program.

5. This agreement shall be in effect from February 15, 2014 to May, 31 2014. The **COUNTY** reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to **Vernon Verona Sherrill Central School.**

6. This **AGREEMENT** cannot be assigned by Vernon Verona Sherrill School District except as stated above, without obtaining written approval from the **COUNTY.**

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

CONTRACTOR:

Randy Thomas Representative, Vernon Verona Sherrill School District	Date
Kevin W. Revere Emergency Services Director	Date
Anthony J. Picente, Jr., County Executive	Date

Approved as to form
Oneida County Department of Law